

General conditions of sale

1- INTRODUCTION

BASIC SRL, a company based in Poviglio (RE) - via della Costituzione 26, distributes photovoltaic material to the general terms and conditions which follow. These terms and conditions shall also apply to any changes required by the proponent - purchaser, after the signing of the proposal. These general conditions cancel any other different and / or contrary clause, printed or hand-written, in orders, requests, mail or in any other writing of the proposer-purchaser. The signing of these general conditions implies the acceptance of themselves by the proponent-purchaser, without reserve. The present general conditions are in English and the proposer-purchaser declares herewith to have them fully read and well understood.

2 – PROPOSAL

The proposed contract (order confirmation) of the proponent - purchaser, signed on the back, is valid and effective, in accordance with art. 1326 Civil Code, and the proponent - purchaser requires no express acceptance prior to execution, in accordance with art. 1327 Civil Code.

3 – ACCEPTANCE OF THE PROPOSAL - CONCLUSION OF THE CONTRACT

The sales contract is finalized, pursuant to art. 1327 Civil Code, without express acceptance prior to execution, as soon as "BASIC SRL" receives the proposed contract duly signed. Any change shall be examined only if notified by the proponent - purchaser via registered letter, within 8 days from the date on the proposed contract. The possible annulment of that proposal must be notified by the proponent – purchaser via registered letter within 8 days from the date on the proposed contract; in that case the company will treat the amount paid by the proponent-purchaser as a down payment, as a penalty, in accordance with art. 1382 Civil Code. In any case, BASIC SRL may at any time modify or cancel some articles and / or trademarks for production reasons and / or supply and / or technical reasons not attributable to the company, by giving notice to the proponent - purchaser.

4 – DELIVERY

Terms of delivery (shipment), which could be mentioned in the “confirmation of order” are approximate and not binding. The company is authorized to provide the customer with the product or a part of it even before the term agreed upon delivery. BASIC SRL will deliver the products within the given time, “delivery” meaning the departure of the material from the warehouse of BASIC SRL with the collection of the goods by the courier. Any delay in delivering can't be a reason for the proponent-purchaser for the termination of the contract or for a refunding request, because delivery times are only approximate. The goods travel at the risk of the proponent - purchaser, unless otherwise agreed between the parties. In any case the proponent - purchaser gives up the opportunity to demand to BASIC SRL money as penalties or damage claims in case of delayed delivery compared to the date of shipment. BASIC SRL can accept from the proponent – purchaser only in compliance returned items (which means replacement of the order compliant products) prior written permission.

5 – PAYMENT

The price of the purchased products must be paid to the BASIC SRL, based in Poviglio (RE), via della Costituzione 26, according to the payment terms on the contract. When the solvency of the proponent - purchaser decreases (for example: due to injunctions, protests, enforcement proceedings, bankruptcy proceedings, etc.), BASIC SRL has the right to terminate the contract. When the proponent- purchaser delays payments and / or where the solvency of the proponent- purchaser decreases, BASIC SRL has the right to withdraw from the contract and / or revoke payment



terms granted, the discounts made and facilities applied.

6 – DEFAULT

If the buyer does not pay the amount due, or even only one installment, the contract is invalid, pursuant to art. 1456 Civil Code, or BASIC SRL may suspend it, pursuant to art. 1461 of the Civil Code.

7 – DEFECTIVE GOODS

The proponent-purchaser shall report any defects and / or deficiencies of the goods to BASIC SRL, in writing by registered letter within 8 days from receipt of the same, specifying the code-item and defects and / or deficiencies, in order to allow a verification. Whether BASIC SRL recognizes the existence of defective goods, the proponent-purchaser will be authorized by written notice for the return of defective goods by a vector chosen by Basic Srl, the refund will be made within the final deadline of 10 days from the aforementioned authorization; afterwards the proponent-purchaser will receive a credit note. When Basic Srl recognizes the existence of missing goods, the proponent-purchaser will receive a credit note. No restitution can take place and no lack of goods can be recognized without the respect of the above procedure and, therefore, the purchased goods will be deemed as received by the proponent-purchaser free of defects and with the amount resulting from transportation documents. Any claims for damages in transport carried by courier, can be accepted only if the transport document contains the purpose clause "goods acceptance conditional" and the complaint arrives to BASIC SRL, by written notice within 48 hours from the delivery.

8 - APPLICABLE LAW AND JURISDICTION

The contract is governed exclusively by Italian law. All disputes, without exception, concerning both the interpretation and execution of the contract, refer exclusively to the Court of Reggio Emilia.

9 - PRIVACY POLICY

The proponent-purchaser consents to the processing of personal data, sensitive and not, exclusively in relation to contractual and legal obligations; these data will be communicated and disseminated only for the fulfillment of those obligations.

10 – RESPONSIBILITY

The wind loads study is responsibility of the designer, who realizes the photovoltaic plant. Therefore we do not assume liability for any damages and / or issues to plants, for which a proper study was not carried out by an experienced designer. The technical data reported on our catalogue are approximate and, because variables can be numerous, are to be refuted in the design phase for each individual plant. We reported data for the sole purpose of giving a guideline to the designer.

11 – COMPLAINTS

We do not accept complaints or disputes of any kind after 8 (eight) days from receipt of goods, remaining expressly charged to the buyer to check the conformity and integrity of the parts delivered at the time of the delivery of the goods. For this purpose, the date on the transport document is valid.

(Place and date)

(stampa and signature of the proponent-purchaser)



