

## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS AND THE PROVISION OF SERVICES

### 1. FIELD OF APPLICATION

1.1. These general terms and conditions of contract (hereafter, the "General Terms and Conditions") apply to the current and future contractual relations which Coster Group S.r.l. (hereafter, "Coster Group"), with registered office in Via San G. B. De La Salle, No. 4/a, Milan, has established with a customer (hereafter, the "Customer"), regarding the supply of products, the provision of services, and/or any other Coster Group service. These General Terms and Conditions cancel and replace Coster Group's previous general terms and conditions. A copy of the General Terms and Conditions may be consulted on the company website at the following address: [www.costergroup.eu](http://www.costergroup.eu).

1.2. The provisions of the General Terms and Conditions shall not be amended, departed from and/or supplemented without Coster Group's prior written consent, and shall prevail over any contractual terms and conditions which may be proposed by the Customer at any time, and which, however, are understood not to be accepted by Coster Group, even without the need of an explicit notification.

### 2. CONCLUSION OF THE CONTRACT

2.1. The contract shall be considered concluded at the time Coster Group sends the acknowledgement (hereafter, the "Order Acknowledgement") of the Customer's request to purchase products and services. Any clerical errors in the Order Acknowledgement must be reported by the Customer within 2 days from the date the Order Acknowledgement is received.

### 3. AMOUNTS DUE AND METHODS OF PAYMENT

3.1. The amounts due and payable by the Customer to Coster Group for the supply of products and the provision of services are indicated in the Order Acknowledgement. The amounts due will be subject to the legal VAT rate that will be payable by the Customer, in addition to any other tax charge resulting from the execution of the contract.

3.2. The amounts due shall be paid in accordance with the methods and the deadlines indicated in the Order Acknowledgement after the invoice has been issued and forwarded to the Customer, in accordance with the law. The Customer undertakes to promptly provide Coster Group with the information required to issue the invoice.

3.3. If there is any delayed payment of the amounts due then arrears interest will be applied to the extent provided for by Legislative Decree (D.Lgs.) No. 231/2002.

3.4. Coster Group will be entitled to suspend the provision of its services in the event of delayed or irregular payment of the amount due. In the event of payment by instalments, failing to pay promptly even a single instalment will authorise Coster Group to declare that the Customer has forfeited the entitlement to the deferred payment terms and, consequently, to demand the immediate payment of the entire unpaid portion of the

Amount Due.

3.5. The payment of an amount equal to the cost of the minutes of the telephone connection from Coster Group equipment to the equipment installed at the Customer's premises may be envisaged in relation to some specific services provided by Coster Group. The duration of the communications may vary depending on the type and quantity of the equipment and the quality of the telephone or radio signal and/or the data connection available. The cost per minute will correspond to the cost indicated at the time of subscribing to the service, the number of minutes will be calculated on the basis of the details provided directly by the telephone operator used. The invoices will be issued within the month after Coster Group has received the relevant charge from the telephone operator used.

#### **4. SUPPLY OF PRODUCTS. TRANSPORT AND DELIVERY**

4.1. The products which Coster Group supplies to the Customer are delivered FCA "Free carrier" (Incoterms 2020) , unless otherwise agreed with the Customer.

4.2. Identifying the carrier and the costs of the respective transport are entirely the Customer's responsibility. Coster Group is released from the obligation of delivery by transferring the goods to the carrier or to the forwarding agent, pursuant to article 1510 of the Italian Civil Code. The risks of loss, theft, and/or damage to the goods during transport are borne by the Customer and, in any case, the Customer will be required to pay the amount agreed for the supply.

4.3. If the Customer does not collect the goods ordered and/or refuses to accept delivery for any reason, except when the right of withdrawal is exercised, as envisaged in paragraph 16.2, the products, however, shall remain available to the Customer at Coster Group's premises and Coster Group shall also charge the consequent storage costs - at the premises of third parties, if applicable - to the extent of 10% of the agreed amount due. However, the amount due shall be payable on the dates originally agreed.

4.4. The delivery terms indicated in the Order Acknowledgement and/or, however, the delivery terms otherwise agreed with the Customer are to be considered indicative and are not binding. Any delay in the delivery of the products compared to the delivery terms indicated shall not entitle the Customer to refuse the goods, cancel or terminate the contractual relationship, in whole or in part, and/or claim compensation for any damages suffered.

4.5. The Customer is required to check that the packing is undamaged at the time of delivery. The goods shall be accepted "subject to confirmation" in the case of packing that shows clear signs of damage and/or deterioration by adding the foregoing wording to the transport document (delivery note or other document).

4.6. Any shortages with respect to the agreed quantities must be reported in writing, by registered letter with recorded delivery or by certified e-mail, within eight days from the date the goods were delivered. The Customer shall forfeit the right to request a refund of part of the amount due and/or compensation for damages, if no timely notification is made within the period of time indicated above.



## 5. COMMISSIONING (hereafter, "COMM")

5.1. When requested by the Customer, the Commissioning activities (COMM) of the products are performed by Coster Group or by technicians duly appointed by Coster Group and aim to verify the regularity and conformity of the installation and the setup of Coster Group products carried out by the Customer and/or by the Customer's appointed representatives. Coster Group issues a certificate to attest the outcome of the Commissioning activities after such Commissioning activities have been completed successfully.

## 6. WARRANTY AGAINST FLAWS AND WARRANTY OF CORRECT OPERATION

6.1. Coster Group warrants that its products are free of flaws and defects, within the time limits laid down by law. Any flaws and/or defects are to be reported in writing, under penalty of forfeiture, within eight days of their discovery; such notification is to be sent by registered letter with recorded delivery, pursuant to and in accordance with article 1495 of the Italian Civil Code.

6.2. COSTER GROUP UK in any case guarantees the correct functioning of its products for a period of 3 (three) years following the year of manufacture indicated on each device, pursuant to article 1512 of the Italian Civil Code, with the exception of the products indicated in paragraph 6.3 below, for which the warranty is 2 (two) years from the date of the Commissioning activities. The Customer must report the operating defect, under penalty of forfeiture, within thirty days from its discovery. The respective action shall expire within six months from the date of discovery.

6.3. The warranty of correct operation referred to in the paragraph above shall be offered for a period of 2 (two) years from the date of Commissioning with regard to the following products: metering and distribution boxes, energy integrators, volumetric meters and Distribution System components.

6.4. Coster Group undertakes to repair faulty products during the warranty period, and when repair is not possible, Coster Group undertakes to replace any faulty products. In any event, the choice between repairing or replacing the products will be at Coster Group's discretion.

6.5. The work under warranty carried out in Coster Group's laboratories is completely free of charge. The Customer shall be required to pay the amount agreed in advance at the time of the request for assistance in the case of work under warranty to be carried out at the Customer's premises, or at the location where the products are installed.

6.6. The warranties referred to in paragraphs 6.1, 6.2 and 6.3 will not apply:

- (a) when the Customer has not paid the agreed amounts;
- (b) when the Customers has tampered with the products supplied, either directly or by the intervention of third parties;
- (c) when the products are used in a manner that does not comply with their characteristics and with the technical provisions detailed in the user and installation manuals;
- (d) when the original data plates affixed to the products have been altered, replaced or

removed.

## **7. ADDITIONAL SERVICES PROVIDED BY COSTER GROUP**

7.1. The services governed by this article 7 are provided following a specific agreement and payment, and therefore, if such services are to be provided, they are expressly referred to in the Order Acknowledgement.

### **7.2. Preventive maintenance**

7.2.1. The purpose of the preventive maintenance service is to check the electrical/mechanical functionality of the controllers, of the transmitters (temperature, humidity probes, etc.) and of the valve and damper servo motors, as well as to ascertain and report to the Customer any faults or damage to the products installed and to update the regulator software to the latest available version. The service is provided by means of periodic visits performed by specialised and authorised Coster Group personnel. The date of the visits will be planned in agreement with the Customer and communicated to the Customer giving ten working days' notice.

### **7.3. Corrective maintenance**

7.3.1. The corrective maintenance service includes all the operations necessary to restore/reconfigure the system following accidental failures or possible malfunctions, excluding any activities not expressly mentioned in the offer. Coster Group must receive the requests for assistance by fax at the following number: +390227200341, by e-mail at the following address: assistenza@costergroup.eu, or via the following Freephone number: 800.267837. The Customer will receive a report at the end of each corrective maintenance operation that details the work carried out; the report will be duly signed by the personnel involved.

### **7.4. Remote metering - Consumption allocation**

7.4.1. The purpose of the remote metering - consumption allocation service is to identify, record, communicate and archive the data acquired by Coster Group equipment with reference to the consumption of thermal energy, hot and cold domestic water, electricity (where possible) and the consumption of the individual allocation units installed. The service is provided every two months and reports are sent to the Customer.

### **7.5. COSTER Cloud**

7.5.1. The COSTER Cloud is the remote management service that allows users to monitor and manage their systems using the Web. The Customer will be able to use all the functions of the software, by connecting to Coster Group servers, via the Internet, for example, managing and relaunching the alarms, time scheduling, setpoint management, data logging and much more. The systems must be connected using the modem supplied by Coster Group in order to comply with the connectivity requirements envisaged by the service.

## **8. PROVISION AND DURATION OF THE SERVICES**

8.1. The request for the provision of one or more of the services referred to in article 7 is subject to the prior execution of the Commissioning activities (COMM) by Coster Group, or



by Coster Group's duly appointed operators.

8.2. The provision of additional services will be specified in the respective Order Acknowledgement.

8.3. Coster Group will have the right to suspend or interrupt the provision of services to enable appropriate and/or necessary ordinary or extraordinary maintenance work to be carried out both on Coster Group's servers and/or equipment used to provide the services, and on the premises where the services and/or equipment are located. In such cases Coster Group will undertake to carry out the work in the shortest technical time possible. The Customer acknowledges and accepts that he/she will not be entitled to make any request to be indemnified, reimbursed or compensated by Coster Group for the periods of time that he/she was unable to use the service.

8.4. The Customer acknowledges and accepts that the services provided by Coster Group are characterised by continuously evolving technologies. For this reason, Coster Group may modify the technical characteristics of the individual service provided when this is rendered necessary by technological developments and by supply and/or organisational requirements.

## 9. CUSTOMER'S OBLIGATIONS

9.1. The Customer undertakes:

- (a) to allow Coster Group or the personnel duly appointed by Coster Group to access the buildings subject to the interventions, also for the purpose of performing the Commissioning activities (COMM) referred to in article 5;
- (b) to make available all the information and equipment which are essential to enable the contractual services to be performed correctly;
- (c) to provide adequate assistance to Coster Group's personnel and to any technicians that Coster Group may use (electricians, plumbers, etc.) during the preventive and/or corrective maintenance work;
- (d) not to intervene directly or through third parties, on the equipment installed, the software, the remote communication devices and, more in general, on any component or device supplied by Coster Group.

9.2. The Customer undertakes to activate a dedicated telephone or telematic connection, as indicated by Coster Group, in order to ensure the provision of the remote metering service, through the use of special communication equipment supplied by Coster Group. The line must not be shared with other telephone equipment.

## 10. USE OF THE SOFTWARE

10.1. Coster Group makes software solutions available for download from its website: [www.costergroup.eu](http://www.costergroup.eu), or using other methods defined at its discretion in order to monitor and manage the equipment installed for use by the Customer.

10.2. The software that Coster Group makes available to the Customer is not sold, but is provided under license. The Customer has the possibility of using the functions of the software products which are included in the version supplied to the user, based on the Customer's specific requests, by using the access credentials which Coster Group has



assigned to the Customer. The Customer may use the software exclusively for the specific purposes of the programs.

10.3. The software known as "WebGarage" is granted to the Customer under licence against payment, subject to the terms and conditions set out in the Order Acknowledgement. Unless specified otherwise in the Order Acknowledgement. The use of other Coster Group software is granted under a free license.

10.4. The Customer may not: (a) work around the technical limitations inherent in the software; (b) reverse engineer, decompile or disassemble the software; (c) make copies of the software to a greater extent than is permitted by law; (d) publish the software to enable the software to be duplicated by third parties; (e) use the software contrary to law; and (f) rent, lease or lend the software.

10.5. The Customer is not entitled to request compensation for damages resulting from the use of the software, including consequential, special, indirect or incidental damages or damages related to loss of earnings.

## **11. INDUSTRIAL PROPERTY RIGHTS**

11.1. All industrial property rights relating to the components supplied and installed, the software and know-how remain the exclusive property of Coster Group and may be considered as licenced for use only and exclusively when a specific contract has been entered into.

11.2. The Customer undertakes not to use, not to reproduce on any support media whatsoever, and to keep absolutely confidential the drawings and technical information received from Coster Group during the supply and/or the services requested.

## **12. LIMITATION OF LIABILITY**

12.1. Coster Group shall not be liable for any damage of any kind suffered by the Customer or by third parties and consequent to the incorrect use of the products supplied and the services provided and delays in the installation of the products or in the provision of services, with the exception of cases of wilful misconduct or gross negligence.

12.2. The Customer is exclusively liable for the damage caused to property or the injury to persons and resulting from the incorrect use of the products and services provided, and is therefore obliged to indemnify and hold Coster Group harmless from any claim for damages made by third parties.

## **13. FORCE MAJEURE**

13.1. Neither party shall be deemed to be in breach of its obligations under the contract, if the breach is due to fire, flood, strike, industrial action or other industrial accident, unavoidable impediments, legal impediments, insurrection or any other cause not attributable to the parties, provided that these events could not have been foreseen or the effects of these events could not have been prevented at the time the contract was entered into. Such events shall constitute grounds for exemption from liability, if they make it temporarily or permanently impossible to fulfil the obligations under the contract, with the exclusion of those events which merely make the fulfilment more difficult or more costly.

13.2. In particular, Coster Group shall not be liable for suspensions or interruptions in the supply of products or in the provision of the services offered when caused by natural events, fortuitous events, laws, measures issued by public authorities, regulations or injunctions of bodies which exercise authority and control over the supply covered by the contract and which make it totally or partially impossible for Coster Group to fulfil its obligations.

#### **14. EXPRESS TERMINATION CLAUSE**

14.1. Coster Group may terminate the contractual relationship with the Customer with immediate effect, pursuant to and in accordance with article 1456 of the Italian Civil Code, if the Customer (a) fails to pay the amount due within the agreed date, except as provided for in paragraph 3.4; or (b) violates the Customer's obligations set out in paragraphs 10.1, 11.2 and 16.2.

14.2. The contractual relationship is legally rescinded in the cases envisaged in paragraph 14.1, when Coster Group advises the Customer of its intention to avail of the termination clause by means of a communication to be notified by registered letter with recorded delivery or notified by certified e-mail. Coster Group may interrupt the provision of its services as a result of the termination, and will be entitled to retain any amounts which may already have been paid by the Customer, as an advance payment for the damages suffered due to the Customer's non-performance.

#### **15. WITHDRAWAL**

15.1. The Customer may not withdraw prematurely from the contractual relations entered into with Coster Group.

15.2. If the Customer falls under the definition of a 'consumer', as envisaged in article 3 of Legislative Decree No. 206/2005, then the Customer shall have the right to withdraw from the contract within a period of fourteen days from the conclusion of the contract in question, or from the date the Customer receives the products (if later), without any penalty and without specifying the reason; the Customer's decision to withdraw is to be communicated by means of a written notice to be sent to Coster Group by registered letter with recorded delivery or by certified e-mail. In the event of withdrawal, the amount paid by the Customer will be re-credited within a period of thirty days from the date of receiving the notice sent to Coster Group.

#### **16. CODE OF ETHICS**

16.1. The Customer expressly declares that he/she is aware of the provisions of Legislative Decree No. 231 dated 8th June 2001, as well as the principles, rules and standards envisaged in Coster Group's organisation, management and control Model, a copy of which is available at the following website address: [www.costergroup.eu](http://www.costergroup.eu).

16.2. The Customer also pledges the actions of his/her employees and/or staff, pursuant to and in accordance with article 1381 of the Italian Civil Code, and hereby undertakes:

(a) to comply with the principles and values contained in the Model and to conduct himself/herself in line with the Model's provisions, and however, in such a way as not to



expose Coster Group to the risk of the penalties set out in the above-mentioned Legislative Decree No. 231/2001;

(b) not to conduct himself/herself and/or carry out or omit acts in such a way as to induce Coster Group's employees and/or staff to violate the Model's principles, or to behave in a manner that does not comply with the Model in question.

## **17. APPLICABLE LAW AND JURISDICTION**

17.1. The contractual relations between Coster Group and the Customer are governed by Italian law.

17.2. All disputes relating to the contractual relations between Coster Group and the Customer, including disputes relating to the validity, interpretation, execution and termination of such contractual relations, are attributed to the exclusive jurisdiction of the Court of Milan, or alternatively, to the exclusive jurisdiction of the Court of the place of residence or domicile, located in Italy, of a Customer who falls under the definition of a 'consumer', as envisaged in article 3 of Legislative Decree No. 206/2005.

## **18. PROCESSING OF PERSONAL DATA – LEGISLATIVE DECREE No. 196/2003 AND REGULATION (EU) 2016/679 ("GENERAL DATA PROTECTION REGULATION - GDPR")**

18.1. The Customer hereby declares that he/she has received the information notice, pursuant to and in accordance with Legislative Decree No. 196/2003, as amended and supplemented, and Regulation (EU) 2016/679 ("General Data Protection Regulation - GDPR") on the protection of personal data, in accordance with current legislation, and that he/she has been informed regarding the purposes of the processing of his/her personal data, the manner in which the relevant data processing operations will be carried out by the Controller and/or by any of the processors and persons responsible for data processing, the respective storage period, as well as the rights acknowledged to him/her by the above-mentioned reference legislation as the data subject. Consequently, the Customer consents to the processing of his/her personal data, including any special data, in Italy and abroad, also in non-European Union member countries for the purpose of filing, processing, storage and registration of the personal data in Coster Group archives, as well as for the purpose of managing, promoting, advertising, transmitting commercial and technical information, and performing market research, and in particular, without limitation, for all uses deemed appropriate to ensure greater protection and safety of the product and services purchased.

## **19. NOTICES**

19.1. All notices to Coster Group are to be sent by the Customer either by registered letter with recorded delivery to the following address: Coster Group S.r.l. with registered office in Via San G. B. De La Salle, No. 4/a, Milan.

