

ALIANTE BATTERIES AND SYSTEMS

1. GENERALITY

1.1. The following general terms and conditions of sale shall apply to any CONFIRMATION OF ORDER FOR BATTERY (hereinafter "OB") of type CONFIRMATION B specifically for ALIANTE branded products sent by ELSA Solutions SPA (hereinafter, the "SUPPLIER") to the CUSTOMER and shall form an integral part of each Purchase Order relating to the Products, as defined below in Article 2.

1.2 Any derogating clauses as well as any special conditions of supply shall be expressly stated in the text of the CONTRACTOR's OB or, in any case, agreed in writing. The sending of an order by the CUSTOMER to the SUPPLIER and the subsequent receipt of the SUPPLIER's OB, entail, among other things, the acceptance of these general conditions of supply of products and services and any other specific conditions resulting from the OB, which shall prevail over any General Conditions of Purchase of the CUSTOMER or clauses included in the order, the CUSTOMER having received these General Conditions of Supply since the formulation of the Offer for acknowledgement and acceptance.

1.3. Any conduct, even repeated, of either party that does not correspond to one or more of these conditions shall in no way affect the right of the other party to demand the application of these conditions at any time.

1.4. The CUSTOMER declares that he/she is acting within the framework of his/her commercial, industrial, handicraft or professional activity and, therefore, that he/she is not a consumer within the meaning and effect of Legislative Decree 206/2005. 1.5. Any information or data on the characteristics and/or technical specifications of the Products (as defined below) contained in brochures, price lists, catalogs, advertising material or similar documents are purely indicative in nature and shall be binding to the extent that such data have been expressly referred to in the OB.

2. SPECIFICATIONS

2.1. The Supplier reserves the right to make any changes to the characteristics and/or technical specifications of the Products and Services (as defined below) that, without altering the essential characteristics of the Products and Services, may be necessary and appropriate.

3. PRODUCTS

3.1. The subject of these General Terms and Conditions of Supply are ALIANTE lithium batteries, chargers and accessories (hereinafter the "Products").

4. MODE OF EXECUTION

4.1. Upon the CUSTOMER's request, the CONTRACTOR shall issue an offer (with reference to these General Terms and Conditions of Supply, which can also be found on the website www.elsaweb.it) which, if accepted, the CUSTOMER shall set out in an order to be sent to the CONTRACTOR: this will be followed by the OB by the CONTRACTOR in which it will expressly refer to these General Terms and Conditions of Supply and containing any waivers agreed with the CUSTOMER. Any waiver not expressly stated in the OB shall have no effect between the parties.

4.2. It is agreed that only with the sending of the OB will the contract of sale be finalized.

4.3. In the event that the CUSTOMER cancels all or part of an order subsequent to the OB sent by the SUPPLIER, it is agreed as of now that an amount equal to 20% of the price of the goods sold will be owed by the CUSTOMER as a penalty pursuant to Article 1382 of the Italian Civil Code.

5 INCOTERMS AND SHIPMENTS - COMPLAINTS

5.1. Unless otherwise agreed, the delivery of the Goods shall be deemed ex works loaded - establishment of the SUPPLIER, and this also when the shipment or part thereof is taken care of by the Customer. The risks shall pass to the Customer at the latest with the delivery of the Products to the first carrier.

5.2 Any claims relating to the condition of the packaging, quantity, number or external characteristics of the Products (apparent defects), must be notified to Supplier by registered letter RR or PEC communication, under penalty of forfeiture, within 8 days from the date of receipt of the Products. Any claims relating to defects that cannot be detected by diligent inspection at the time of receipt (hidden defects) must be notified to the SUPPLIER by registered letter via tracked courier or official email PEC communication (elsa@pec.it), under penalty of forfeiture, within 8 days from the date of discovery of the defect and in any case no later than 12 months from delivery.

5.3. It is understood that any claims or disputes do not entitle the Customer to suspend or otherwise delay payments for the disputed Products and Services, let alone other supplies.

5.4. In the cases of claims referred to in Article 5.2 above, the Customer shall arrange at its own care and expense, and with transportation at its own risk, for the timely dispatch to the SUPPLIER of the Products deemed defective, accompanied by a description of the defects found.

6. PRICES

6.1. The price and method of payment shall be as stated in the OB. If not specifically stated in the OB, the price shall be exclusive of any expenses (including shipping), discount or tax and payment shall be made 30 days NET by bank receipt or other method specifically stated in the OB.

6.2. The price shall be determined, unless exceptions are expressly indicated in the OB, for the product delivered ex works loaded establishment of THE SUPPLIER, the CUSTOMER being responsible for costs related to transportation, insurance, unloading, assembly, commissioning.

6.3. The CUSTOMER shall not be entitled to offset the price of the Products against any claims against the SUPPLIER or to exercise any right of retention of the Products in case of (total or partial) non-payment of the Products.

6.4. In the event that an advance payment is agreed upon, the CUSTOMER shall not be entitled to demand performance from the SUPPLIER prior to the execution of said payment.

6.5. Non-payment or delayed payment of the price of the Products within the term established in the OB shall entail the charging, with effect from the due date possibly agreed, of interest calculated pursuant to Legislative Decree 231/2002 as well as the forfeiture by the CUSTOMER of the benefit of the term for other supplies that may be in progress with the consequent right for the SUPPLIER to demand immediate payment of the entire supply or suspend or terminate other supply contracts that may be in progress.

6.6. The CUSTOMER shall be required to pay in full even in case of dispute or controversy, the solve et repete clause being understood to be applicable.

7. WARRANTY

7.1. Except as provided for in supplementary agreements duly agreed upon and signed by both parties, CONTRACTOR warrants the Products against any anomaly attributable directly and exclusively to defects in design, manufacture, workmanship or materials occurring during the period

of 12 (TWELVE) months from the delivery of the Products, undertaking to repair defects and/or replacement of defective items on the Products in the manner set forth below.

7.2. The warranty shall only be valid if the transportation, storage, assembly, installation, commissioning, operation and maintenance of the Products have been carried out correctly in accordance with the instruction manual provided.

7.3. The warranty does not apply in the following cases:

- cosmetic damage, such as scratches, cuts and dents and damage to the battery cell(s)
- damage caused by charging the product with a different charger than the model provided or agreed or included in the delivery or with different firmware/charging programming not performed by the Supplier, as well as charging systems with alternators and/or generators and/or voltage regulators on board vehicle/aircraft equipped with charging voltage/currents higher than provided in the product specifications.
- damage caused by accidents on the machinery in which the battery is used, abuse, misuse, water, flood, fire or other natural events or external causes, including damage to the charging system and washing of external wiring or the battery with high pressure systems
- damage resulting from modifications or alterations performed on the product or system without the CONTRACTOR's written authorization or in the event that appropriate measures are not immediately applied to prevent aggravation of the damage
- misuse of the battery, charger, or complete system, including failure to fully charge the battery periodically (100% SOC) as prescribed in the product manual and deep discharge of the battery and/or part of the battery and/or some cells (UNDERVOLTAGE ERROR)
- rupture of battery terminals due to incorrect tightening or excessive vibration
- breakage of part of the battery interface connectors to the machinery or to the charger
- alteration of the working condition of the system or its components made by third parties without the CONTRACTOR's knowledge or written authorization
- battery charging NOT SUPERVISED by experienced/qualified personnel
- exposure of the battery to temperatures above the maximum or below the minimum provided in the product specifications
- reduction in capacity and/or available power from the initial rated value, the latter being universally recognized as attributable to normal battery wear and tear
- use of the battery under conditions outside the operating range specified in the product or system manual
- use of the battery in a manner not in accordance with its technical specifications and/or in environments and/or conditions incompatible with its proper functioning and/or assembly of the battery in a manner different from that prescribed in the instruction manual
- assembly and/or installation of the battery by unqualified and/or unauthorized CUSTOMER personnel
- use of non-original accessories (e.g. battery charger) not provided for in the instruction manual and/or not indicated in the technical specifications of the Product.
- Specific indication, if any, on the battery display or CANBUS protocol of specific warranty exclusion messages (Node Id 0x49A)

7.4. The warranty shall also not be applicable in case of normal wear and tear of the battery, whether ordinary wear and tear due to operation or external causes, or extraordinary wear and tear or failure due to, but not limited to, overloaded operation, misuse or external causes nor for defects caused by accident, force majeure, or misuse or alteration of the Products or defects caused by improper transportation, storage, preservation or use, and/or conduct contrary to the provisions of the instruction manual and warnings provided by the CONTRACTOR and found on the website www.goliant.com, on the Products and/or in the packages through which the Products themselves are delivered, and in general defects arising from causes beyond the Supplier's control or control.

7.5. To this end, it is pointed out that the Products are guaranteed only for factory defects and not with regard to durability, the latter being conditioned by wear and tear and other unfavorable conditions such as, by way of example but not limited to, the presence of nominal loads higher than those indicated in the product manual, high frequency of charge and discharge cycles, prolonged inactivity resulting in complete discharge of the battery without maintenance, vibrations, storage and/or maintenance temperatures outside the working ranges prescribed in the instruction manual.

7.6. The warranty shall under no circumstances cover damage, direct or indirect, to persons or property, and is the only warranty granted to the CUSTOMER, superseding any other condition or warranty, express, implied or statutory which has not been expressly acknowledged by the CONTRACTOR.

7.7. The warranty shall be subject, under penalty of forfeiture, to the reporting of the defect or lack of quality, communicated in the forms set forth in Article 5 by the CUSTOMER to the SUPPLIER, as well as to the express written request to the SUPPLIER, again communicated in the forms indicated, to carry out a warranty intervention.

7.8. At the same time, the CUSTOMER shall immediately send the product itself at its own expense to the CONTRACTOR's premises, together with an accurate explanation and illustration of the defect found, in order for the same to assess the applicability of the warranty.

7.9 The CONTRACTOR shall, within 10 days of receipt:

- if a defect is found in the product sold, to notify the CUSTOMER of the application of the warranty and the time in which it will provide, at its sole discretion, repair or replacement under warranty by sending the same product to the residence indicated by the CUSTOMER in the complaint of the defect referred to above (or, at the express request of the CUSTOMER, refund of the purchase price)
 - in case of inapplicability of the warranty, to the notice of denial of application of the warranty. In this case, the CUSTOMER may choose, also by notifying the SUPPLIER by e-mail, to have the Product deemed defective back at its own expense; in the event that the CUSTOMER is not interested, or in any case after 30 days have elapsed from the aforesaid notice, the SUPPLIER reserves the right to retain the Products.
- 7.10. Notwithstanding the foregoing, the CUSTOMER may, at its option, request a reasonable reduction in price or termination of the Contract in the event that the SUPPLIER has not repaired or replaced the Products found to be defective within a time period of 90 days.

7.11 The use and/or wear and tear of the Products shall be taken into account in determining the amount of the reduction or the amount to be returned.

8. EXCLUSION AND LIMITATIONS OF WARRANTY

8.1. The warranty (as well as any responsibility of the CONTRACTOR) shall be void in case of tampering or interventions not authorized by THE CONTRACTOR or the manufacturer and shall not extend to parts of the product normally subject to wear and tear. The warranty also lapses in the event of failure to comply with the requirements set forth in the INSTRUCTIONS FOR INSTALLATION, USE AND MAINTENANCE. The warranty shall also expire in the event of use of the Products in a manner inconsistent with their technical specifications and/or in the event of their use in

**GENERAL CONDITIONS OF SUPPLY
2024.V0**

environments and/or conditions incompatible with their proper functioning and/or in the event of their use by unqualified and/or authorized personnel.

8.2. It is expressly the responsibility of the CLIENT to verify the technical compatibility of the battery with respect to the machinery in which it will be installed and with respect to the use that will be made of it, so that no responsibility can be attributed to the SUPPLIER in the event of failure or malfunction of the battery due to a technical incompatibility, not detected by the CLIENT, of the battery with the CLIENT's machinery, and/or in the event of failure or malfunction of the battery due to the use of the battery by the CLIENT and/or third parties that is not compatible with its technical specifications.

8.3. The SUPPLIER disclaims any liability in case of tampering with the Products or for defects caused by repairs or interventions by third parties unless expressly authorized.

8.4. The CONTRACTOR shall not be liable to indemnify direct or indirect damages such as, but not limited to, loss of production, loss of profit, loss of billing, costs related to production interruption, etc..

8.5. In any case, and in any case without prejudice to and without prejudice to the provisions of Article 8.4 above, the CONTRACTOR shall be liable for damages suffered and proven by the CUSTOMER up to the maximum extent of 5% of the value of the product sold that caused the damage.

8.6. The warranty does not include the costs of transportation, nor the costs of disassembly and reassembly, the warranty including only the repair / replacement of the product supplied in order to restore its operation.

8.7. In any case, the CUSTOMER shall forfeit the warranty if he/she has failed to report the relevant claim within the terms set forth in Article 5.2.

9. TERMS OF DELIVERY

9.1. Delivery terms are indicated in the OB and are to be understood as indicative. They shall run from the date of the OB by THE CONTRACTOR. There is a margin for delay in delivery by THE SUPPLIER of 30 working days, without such delay in any way constituting a source of compensation or dispute by the CUSTOMER. Such delay shall not be justified in any way in writing by the CONTRACTOR.

9.2. Any delay due to force majeure (as defined in Art. 11) or to acts or omissions of the CUSTOMER (e.g., failure to provide information necessary for the supply of the Products, failure to collect the ready-made goods) shall not be considered attributable to the CONTRACTOR.

9.3. In case of delay beyond 30 working days of delivery of the Product attributable to the SUPPLIER and resulting in actual damage on the part of the CUSTOMER, the CUSTOMER may claim, after putting the SUPPLIER in default in writing, compensation for the actual damage within the limit of 1% per week up to a maximum limit equal to 5% of the price of the Products delivered late.

9.4 Except in the case of willful misconduct or gross negligence on the part of the CONTRACTOR, payment of the sums specified in Article 9.3 above shall exclude any further compensation for damages for non-delivery or late delivery of the Products.

9.5. THE SUPPLIER will provide written notice of "goods ready", the moment from which, the CUSTOMER must provide, at its own care and expense, the withdrawal of the product: if the CUSTOMER delays the withdrawal by more than one week, a penalty equal to 0.5% of the total purchase price will be applied for each week of delay, it also being understood that the storage and warehousing of the product at the SUPPLIER, for the time of the delay, will be carried out on behalf and at the risk of the CUSTOMER.

9.6 In the event that the delivery of the PRODUCTS is delayed due to facts not attributable to the SUPPLIER and/or qualifying as force majeure (as defined in Article 11), no penalty and/or damages may be claimed by the CUSTOMER. Should said delay continue for more than 3 (three) months, the CONTRACTOR shall have the right to withdraw from the contract without any obligation for compensation.

10. RISK TRANSFER

10.1. The products supplied are always understood to be delivered and sold ex works loaded (i.e., ex works with expenses and risks - about loading - being the responsibility of THE SUPPLIER) SUPPLIER's factory in Imola, Italy.

10.2. If, by express written agreement set forth in the OB, the Products are sold ex works, the transfer of risk from THE SUPPLIER to the CUSTOMER always takes place at the time the Products themselves leave the SUPPLIER's factory and are delivered to the carrier.

11. FORCE MAJEURE

11.1. Either party may suspend performance of its contractual obligations when such performance is rendered impossible or unreasonably burdensome by an unforeseeable impediment beyond its control such as strike, boycott, lockout, fire, war (declared or otherwise), civil war, riots and revolutions, requisition, embargo, power outage, delay in delivery of components or raw materials.

11.2. The party wishing to avail itself of this clause shall immediately notify the other party in writing of the occurrence and termination of force majeure circumstances.

11.3 If the suspension due to force majeure lasts for more than six weeks, either party shall have the right to terminate this contract, subject to 10 days' notice to be given to the other party in writing.

12. RESERVATION OF OWNERSHIP

12.1. THE SUPPLIER retains ownership of the products sold until full payment of the price ex art. 1523 CIVIL CODE OF ITALIAN LAW, committing the CUSTOMER to guard the product diligently until full payment, assuming the CUSTOMER the risk for loss and damage from the moment of delivery

12.2. In case of non-payment of even a part of the price, the SUPPLIER shall be entitled to take back the goods, terminate the contract and retain the amount paid in the meantime by the buyer as partial compensation for damages, reserving the right to act for any further damages.

13. EXPRESS TERMINATION CLAUSE

13.1. In case of non-fulfillment by the CUSTOMER of one or more clauses of this contract, the contract of sale on shall be deemed ipso facto terminated pursuant to art. 1456 cc.

14. INFORMATION AND CONSENT (GDPR, European Regulation 679/2016 on the protection of personal data)

14.1 Pursuant to and in accordance with European Regulation 679/2016, the CUSTOMER declares that it has been informed of the subjects, methods and purposes of the processing of its data and that it is aware of its rights under the GDPR. By signing this Contract, the CUSTOMER also expresses consent, so that THE SUPPLIER collects, stores, uses and "processes" the data it will come into

possession of for promotional, commercial, accounting and tax purposes related to the fulfillment of the Contract. The CUSTOMER also authorizes THE SUPPLIER to transmit its data to qualified third parties, for legal and/or contractual fulfillments connected with and/or arising from the relationship in place with the same.

15. APPLICABLE LAW AND PLACE OF JURISDICTION

15.1. The governing law is that of Italy.

15.2. For any dispute arising from this contract or related to the same, the Court of the supplier's registered office shall have exclusive jurisdiction. However, notwithstanding the foregoing, the SUPPLIER shall still have the right to bring the dispute before the competent court at the seat of the CUSTOMER.

16. NO RE-EXPORT TO RUSSIA CLAUSE

16.1 The CUSTOMER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, or to or for use in Belarus, the Ukrainian regions of Crimea, Donetsk, Lugansk, Kherson and Zaporizhzhia, any goods supplied under these General Conditions of sale and that fall under the scope of Article 12-g of Council Regulation (EU) No 833/2014 and possibly included in Order Confirmations and any other supply agreement regulated by these General Conditions (for example: static converters).

16.2 The CUSTOMER shall undertake its best efforts to ensure that the purpose of paragraph (16.1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

16.3 The CUSTOMER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (16.1)

16.4 Any violation of paragraphs (16.1), (16.2) or (16.3) shall constitute a material breach of an essential element of contracts regulated by these General Conditions of sale, and the SUPPLIER shall be entitled to seek appropriate remedies, including, but not limited to termination of all sales contracts that may be in force by simple written notice to CUSTOMER pursuant to Article 1456 of the Italian Civil Code, without prejudice to SUPPLIER's right to full compensation, also by withholding advanced payments and/or deposits, for damages, losses, expenses, costs, regardless of any contractual provision for delayed payment in the contract and further without prejudice to any legal action by the SUPPLIER as well;

16.5 The CUSTOMER shall immediately inform the SUPPLIER about any problems in applying paragraphs (16.1), (16.2) or (16.3), including any relevant activities by third parties that could frustrate the purpose of paragraph (16.1). The CUSTOMER shall make available to the SUPPLIER information concerning compliance with the obligations under paragraph (16.1), (16.2) and (16.3) within two weeks of the simple request of such information.

The CUSTOMER expressly declares that it accepts the conditions of sale of which it has read:

Customer: _____

Date _____

Name: _____

Signature: _____

The Customer expressly approves in accordance with Article 1341 of the Civil Code the following vexatious clauses: Article 5 (RETURNS AND SHIPMENTS - COMPLAINTS), Article 6 (PRICES), Article 7 (WARRANTY), Article 9 (EXCLUSION OF WARRANTY AND LIMITATIONS), Article 10 (DELIVERY TERMS), Article 13 (EXPRESS TERMINATION CLAUSE), Article 14 (PRIVACY), Article 15 (APPLICABLE LAW AND COURT OF JUSTICE) , Article 16 (NO RE-EXPORT TO RUSSIA CLAUSE)

Customer: _____

Date _____

Name: _____

Signature: _____