

GENERAL SUPPLY TERMS AND CONDITIONS

1 SCOPE. These General Supply Terms and Conditions (the "Terms") constitute an integrated part of any contract (the "Contract") in whatever form executed, also by means of issuance of confirmation order, with the purpose of supplying goods and/or services (the "goods" or the "Supply") from Energy Technology S.r.l., OCEM Airfield Technology Division (the "Supplier") to a customer (the "Customer"). The Supplier and the Customer will hereafter be referred to collectively as the "Parties" and singularly as "Party".

Any other general terms and conditions supplied by the Customer (and/or other contractual agreements proposed by the same) will not be applicable unless expressly approved by the Supplier in writing with a declaration by the same renouncing the present Terms and Conditions.

Each Contract, as integrated by the present Terms, supersedes all previous agreements, written or verbal, reached by the Parties.

In cases of conflict between the present Terms and other provisions of the Contract, the latter shall prevail.

Where the Customer intends to purchase the goods by leasing and, accordingly, the Supplier enters into a sale contract with a leasing company, the supply of the goods shall be governed by these Terms, and the Supplier shall remain entitled, as against the Customer, of all the rights arising from the provisions of the Contract and of these Terms, which provisions shall prevail over the terms of the leasing contract in case of conflict.

To the extent applicable and to the extent that safety of the supplied goods is concerned, the goods subject matter of each Contract shall comply with the CENELEC, ICAO, STAC, MAK, CASAMOS, EASA, IEC, TCCAPP and FAA rules/standards, and with any other standard agreed in writing between the Parties (it being understood that such standards will apply in the version in force at the date of issuance of the Supplier's offer). The Customer acknowledges and agrees that deviations from the above standards are allowed each time – and to the extent that – the respective safety standard is substantially achieved by the supplied goods despite the deviation.

2 CONTRACT VALIDITY. The Contract shall be deemed executed by the Supplier: (I) once it has been counter-signed by the Supplier by way of acceptance (also by sending an order confirmation), or (II) in the absence of the afore-mentioned acceptance, at the moment of delivery from the Supplier to the Customer.

Where the Customer is obligated to advance payment or to open Letters of Credit or to issue surety/ guarantees before Supplier carries out the Supply, the Supplier's obligations remain suspended until the Customer fulfills these obligations, with Supplier reserving the right to terminate the Contract in the event of failure of the Customer to fulfill such obligations within the term agreed under the Contract.

3 SUBJECT MATTER. The subject matter of the Contract is exclusively the sale, from the Supplier to the Customer, of the goods and/or services as expressly indicated therein, conforming to the technical and/or contractual specifications of all documentation constituting part of the Contract. Any good and/or service for which the Supplier has not assumed an express obligation in the Contract shall be considered outside the subject matter of Contract (even where not included in the possible list of elements excluded from the scope of the supplied goods).

4 PRICE, FEES AND TAXES. The agreed-upon prices – which should be considered net prices excluding value-added tax or sales tax – are intended to be

- (i) fixed and invariable, provided the Customer's obligations outlined in Article 2 of these Terms are not executed late and without prejudice to the Supplier's right to adjust such prices as per the terms of the paragraph below; and
- (ii) stated in accordance with the following Incoterms (Incoterm 2020):
- (iii) EXW (Bologna) (in case of delivery to be made in a European country) or
- (iv) FCA (Bologna) (in case of delivery to be made in a non-European country),
- (v) unless otherwise agreed under the relevant Contract (it being agreed that, if the Supplier, upon request of the Customer, accepts to arrange the freight despite the provision of an EXW or FCA Incoterm, the Supplier will have the right to invoice to the Customer an amount for freight in accordance with its freight price policy)

The Supplier shall be entitled to adjust the price indicated in the relevant offer and/or order in the light of any possible variation of the market conditions affecting the availability / price of raw materials (including but not limited to tools, goods, wages, energy, exchange rates).

The Customer is responsible for paying (and shall therefore, as the case may be, reimburse to the Supplier or be charged with) all taxes, shipping costs, banking expenses, duties, fees, and costs related to import licensing and obligations (including any administrative obligations), both present and future (including, for example, any tax in the Customer's country related to registration of the Contract).

If a Tax Deduction (i.e. a deduction or withholding for or on account of tax from a payment under these Terms) is required by law to be made by the Customer, the amount of the payment due from the Customer shall be increased to an amount which – after making any Tax Deduction – leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

5 METHOD OF PAYMENT. If not provided for differently in the Contract, payment will be effectuated at 20% (twenty percent) of the total price at the time the Contract is signed, with the remaining 80% (eighty percent) to be paid upon notice that the goods are ready for shipment, against presentation of shipping documents.

Payment is to be made via bank transfer to the bank designated by the Supplier, with the understanding that each payment will be considered effectuated only when it is definitively accredited to such bank account.

The Supplier will communicate to the Customer the date provided for the shipment of the Supply with 10 days prior notice, so to allow the Customer to fulfill any remaining delivery and payment duties. Unjustified late payment will give the Supplier the right to charge passive interest (at a rate equal to Euribor at six months calculated at the date of the deadline, increased by a spread of 5 percentage points) for the late payment, without prejudicing any other right entitled to the Supplier.

The Parties agree that, in the event of a missed payment under the established terms, even in a single installment, the Supplier will have the right declare that the Customer has forfeited the benefit of the terms and may demand payment immediately for the remaining balance/amount due.

6 SUSPENSION AND TERMINATION OF THE CONTRACT. Any possible claim in respect of the performance of the Contract does not give the Customer the right to suspend or delay payment.

The Supplier has the right to suspend the performance of and/or terminate the Contract (at its sole discretion), with immediate effect and merely by communicating the same, if:

- the Customer is in delay with any payment obligation provided for in the Contract;
- the Customer is subject to bankruptcy proceedings or other substantial changes in its financial situation that could jeopardize its payment of consideration;
- the Customer is not compliant with one or more of its obligations established in Articles 4, 5, 7, 9, 11, 12, 13, and/or 20 of these Terms and, more generally, with any obligation the fulfilment of which on the part of the Customer is necessary for the Supplier to deliver the goods / complete the Supply;
- the delivery of the goods / the completion of Supply is prevented by export or other legal restrictions for more than 90 (ninety) days; and
- in any other case expressly provided in these Terms and/or in the Contract.

In the case of suspension or termination of the Contract, the Supplier has the right to keep as a penalty all sums previously paid by the Customer, and maintains the option to seek recovery of additional damages.

The Supplier may install on its equipment and/or other furnished goods software systems that prevent the supplied goods from functioning in case the Customer does not regularly fulfill its payment obligations.

Without prejudice to the terms set forth in the paragraph below in respect of the supply of custom-made products, the Customer is entitled to withdraw from the Contract by means of written notice to Supplier exclusively

- (i) up to 2 (two) months prior to the date agreed under the Contract for the delivery of the goods (the "Withdrawal period") and
- (ii) upon payment to the Supplier of an administration fee equal to 30% (twenty per cent) of the value of the relevant Contract.

Withdrawal on the part of the Customer from Contracts having as subject matter the supply of custom-made products (i.e. products made to order and/or products manufactured and equipped according to the Customer's specifications, including but not limited to airfield signs, CCRs, and control systems) shall not be accepted.

7 DELIVERY TERMS, RETENTION OF TITLE. The delivery terms take effect from the date Customer performs the financial obligations provided for in Article 2 of these Terms. Where the Contract provides for the Customer to make available to the Supplier any elements necessary for the performance of Contract, if the Customer is late in performing these or any other contractual obligations, the Supplier has the power to extend the terms of delivery for a period of time in any case not less than the duration of the Customer's delay, without prejudicing any of the Supplier's other rights. Partial deliveries are allowed unless explicitly instructed otherwise by the Customer in writing.

Should delays in delivery of the goods occur exclusively due to a fault by the Supplier, then the Customer, having demonstrated that it suffered damages thereof and provided that all of its obligations pursuant to the Contract have been duly and timely fulfilled, may request, after a grace period of 90 days, by way of full and final satisfaction of any damages and claims relating to such a delay, payment of liquidated damages equal to 0,5% of the price agreed for the part of the Supply in relation to which the delay occurred, up to a maximum of 5% (five per cent) of said price for every completed late week following said grace period. Any other remedy – or liability to compensate in respect of any other damages – are hereby expressly excluded.

In the event of a delay in delivery exceeding 12 weeks (accruing from the expiry of the grace period), the Customer shall be entitled to terminate the Contract, with the exclusion of any further remedy or liability to compensate on the part of the Supplier (save for payment of the above liquidated damages, if applicable).

In any event, the Customer shall notify any claim for late delivery to the Supplier within 14 (fourteen) calendar days following the due date for delivery, failing which the Supplier shall be exempt from any liability in respect of the relevant delay.

If the goods cannot be delivered due to cause(s) independent of the Supplier, after 15 days' notice of ready for shipment, the Supplier shall be entitled to issue the relevant invoice and enforce the agreed payment conditions, depositing the goods in general stores or with a forwarding agent, with the risks and expenses borne entirely by the Customer.

In the event that the Customer, for any reason, requests the Supplier to postpone, in whole or in part, the delivery of the goods under the Contract for a period of two months or more, or in any case commits any acts or omissions which delay or impede the delivery of such goods for a period of two months or more, then the Supplier shall be entitled - by way of alternative to the terms of the above paragraph - to terminate the Contract and retain (i) the goods and (ii) by way of

compensation for said delay on the part of the Customer, any payment possibly made by the latter up to the date of termination (without prejudice to any other right arising at law or under the Contract, including the right to charge the Customer with both the costs relating to the storage of the goods and the increased financial costs borne by the Supplier as a result of the non-delivery of the goods).

Where payment shall be effectuated in whole or in part after delivery, the delivered goods, including those secured to the ground, remain the property of the Supplier until payment is fully effectuated (unless the Supplier waives this right).

8 MODIFICATIONS. If the Customer requests modifications or additions to the goods that are the subject matter of the Contract, the changes will only be considered accepted from the Supplier if confirmed in writing by the latter.

The Customer expressly recognizes that the Supplier has the right, while performing the Contract, to produce any modification that the Supplier considers necessary, due to local conditions or advantages, that constitutes a technical improvement and/or intervention by merely advising the Customer before executing the modification.

9 PRODUCT TESTING PRIOR TO SHIPMENT. Where the Contract provides for testing of the goods before shipment (a "Factory Acceptance Test" or FAT) the Customer shall make available any necessary materials as provided for in the Contract.

If the presence of the Customer is provided for at the execution of the FAT, the Supplier will communicate to the Customer the date scheduled for the FAT with 10 days prior notice. The Supplier will be entitled to execute the FAT and provide certification thereof also in the case that the Customer or a delegate of the same is not present on the scheduled date.

10 DELIVERY AND PACKAGING. All risk will pass to the Customer in accordance with the Incoterm 2020 rules agreed upon by the Parties.

In the absence of different contractual agreements, the delivery will be carried out

- EXW (Bologna) (in case of delivery to be made in a European country) or
- FCA (Bologna) (in case of delivery to be made in a non-European country),

The Supply will be equipped with suitable packaging according to the relevant mode of transport, but in any way intended only for storage/ transport for up to 60 days.

11 CUSTOMER STORAGE. Supplied goods that will be assembled and/or installed by the Customer or with the Customer's assistance must be stored by the Customer in the place of destination and/or in an establishment provided by the Customer that is adequate to ensure protection against any type of damage or loss, including theft, fire, destruction, and catastrophic events, with costs borne by the Customer.

12 CUSTOMER TESTING. Unless otherwise agreed in writing, testing of the supplied goods at the Customer or end customer's facility will take place at the Customer's expense. Where expressly provided for in the Contract, the Supplier guarantees to provide technical assistance for assembly and testing through its specialized staff, with costs borne by the Customer according to the rates quoted for by Supplier at the moment of the goods' arrival.

The Customer undertakes the following:

- furnish the equipment, means of transport, energy sources, and anything else requested by the Supplier's technicians necessary to execute the testing;
- ensure the availability of adequate professional staff;
- schedule the activity so that the testing operations can begin immediately after the arrival of the Supplier's technicians, who can work continuously until finished, with the Customer bearing responsibility for any idle waiting periods;
- sign attendance work sheets provided by the Supplier's technicians stating their hours worked, in the absence of which the hours indicated by the Supplier will be considered valid;
- not assign or delegate to Supplier's technicians' activities not within their competence and not specifically authorized by the Supplier;
- accept responsibility, relieving of liability and holding Supplier harmless, for fulfillment of all local regulations on workplace health and safety;
- adopt all security measures and precautions necessary to prevent accidents to protect the physical health and safety of the workers engaged in assembly and testing, in accordance with all applicable provisions of law;
- inform Supplier's personnel of the specific risks to which they are exposed, bring to their attention all essential preventative measures, and arrange for and require the workers to observe the measures and utilize the methods of protection at their disposal; and
- guarantee that the equipment provided by the Customer to the Supplier's technicians are furnished with all safety devices required by current legislation.

13 CUSTOMER INSPECTION AND ACCEPTANCE. Where the Contract provides for testing upon completion of installation ("Site Acceptance Test," or SAT), the Customer agrees to provide the Supplier, bearing the costs of all materials, the personnel and equipment necessary to perform the testing in accordance with the Contract provisions.

At the end of testing a memorandum will be drafted reporting the results obtained.

If the performance standards provided for in the contract are not achieved, the Supplier will have the right to repeat testing within 60 calendar days.

Release of the testing certificate will constitute definitive acceptance of delivery on the part of the Customer.

14 WARRANTY. In the case of any possible defects and/or unsuitability of the supplied goods, the only warranty provided by the Supplier – with the exclusion of any other legal or contractual guarantee – shall be a warranty in respect of defects in materials, design, and/or assembly of the supplied goods. The warranty consists, at the discretion of the Supplier, of (whole or partial) repair or replacement, at the Supplier's expense, of any broken or defective parts due to defect at origin. This warranty does not extend to normal wear and tear, to consumables or to insignificant impairment of usability. Any defect in design, materials (excluding lamps) or workmanship which may occur during proper and normal use during a period of 12 months from date of installation or 15 months from date of shipment, whichever occurs first, will be corrected by repair or replacement by the manufacturer f.o.b. factory. Additionally, all FAA certified LED fixtures will be warranted against design or manufacture defects in all electronic components for 4 years after date of installation, but not exceeding 5 years from the shipping date. This 4-year warranty will be valid as long as the LED fixtures will be installed (on base cans), powered (through CCRs) and interfaced (via transformers, wires, connectors) through products certified under the FAA Airfield Lighting Equipment Program (ALECP). Cosmetic damage is not covered under warranty. Cosmetic damage means superficial blemishes or defects that do not interfere with the functionality of the fixture. The Supplier shall replace or repair the defective parts in the shortest time possible, it being understood that, for so-called "commercial components" and more generally for outside sourced components, only the respective manufacturer's original warranty terms shall apply.

The warranty does not apply to, and excludes responsibility on the part of the Supplier for, damage of any nature caused by: improper or negligent operation by the Customer or its personnel; use of inadequate materials, or faulty or careless treatment; installation of equipment or replacement parts not furnished by the Supplier; running of the supplied goods that is not conducted according to the instructions issued by the Supplier's technical staff; improper or excessive use, poor or negligent maintenance, and/or conduct departing from that provided for in the instructions for maintenance and use; failure of the Customer to take all the appropriate steps to mitigate such damages; any external influence / condition not expressly assumed in the Supplier's offer (chemical, electrochemical or electrical as well as temperature and atmospheric influences); any other reason not attributable to the Supplier. The Customer shall carry out, at its own expense and using its own personnel, without involving the Supplier, any repairs that, based on the Supplier's reasonable opinion, are deemed to be of moderate technical difficulty.

The Customer must, by penalty of forfeiture, communicate the complaint of defect or absence of quality to the Supplier within 5 days from the discovery, and must provide a written request to effectuate a warranty intervention. The Customer shall bear the costs for any shipping, travel and lodging expenses incurred by Supplier's technical personnel for carrying out any warranty-related activity on-site.

This warranty excludes all other damages, including those resulting from lost or reduced use/availability of the supplied goods and/or services; direct, indirect, and consequential damages; and termination of the Contract.

15 EXPORT PERMITS. Unless otherwise expressly agreed in the Contract (but, in any event, regardless of the agreed Incoterm), should any approval and/or authorization be required in respect of the export of the goods to be supplied under the Contract, the obligation to comply with or obtain any such approvals or authorizations lies exclusively with the Customer. The Supplier's obligation to complete the performance of the Supply (as well as the Supplier's obligation to comply with or obtain any such approvals or authorizations, if agreed under the Contract) remains subject to the condition that such performance or compliance / approval is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions or by any provisions imposed by Supplier's banks. In any event, the Supplier's obligations in relation to the performance of the Contract shall be suspended, and the relating terms shall be extended accordingly, to the extent it results necessary to comply with / obtain any such approvals or authorizations.

Before the entry into force of the Contract, the Customer shall inform the Supplier of the end destination of the goods in case such destination is different from the Customer's country. The Supplier shall be entitled – at any time – to refuse to carry out the Supply if such end destination is not acceptable in respect of any export regulations (including any sanctions programs or any Supplier's internal procedures in force) and terminate the Contract accordingly (if already in force) without any liability whatsoever. The Supplier will not bear any liability in case a sale is agreed in violation of this clause.

16 SUPPLIER'S RESPONSIBILITY. The Supplier's liabilities are limited to those expressly provided for in the Contract. In the case of non-performance or breach on the part of the Supplier, the remedies available to the Customer are solely those expressly provided for in the Contract and in the present Terms and the Supplier's liability shall not exceed an amount equal to 5% (five per cent) of the Contract price. Such amount determines in advance the maximum compensation due, provided the Customer fully proves it suffered damages due to non-performance / breach on the part of the Supplier. The Supplier is not in any way responsible for any other damages or remedy, including damages arising from lack of or reduction in chance, in profit, in contracts, loss of data (including but not limited to any and all costs for retrieving and restoring lost data), of goodwill, of financial interests, loss or reduction of use/availability of the supplied goods and/or services in general, and indirect and/or consequential damages. The Supplier also rejects all liability for potential damage resulting from lack of supervision or maintenance, shocks, damp, corrosion, contamination, heating or as a result of the supplied goods being used for purposes other than what they are intended for or in a way which is not in accordance with the applicable instruction manuals and/or any recommendations given by the Supplier. The above liability limitations shall apply also for the benefit of any of the Supplier's subcontractors, employees, directors or agents.

17 FORCE MAJEURE. Force majeure shall mean any act or event which is unforeseeable, beyond the Parties' will or control and in respect of which a remedy may not be found in a timely manner (such as, for example, acts of war, even if undeclared, embargo, riot, insurrection, fire, sabotage, natural disaster, epidemics – including but not limited to coronavirus Covid-19, acts or provisions of government authorities, inability to procure raw materials, equipment, fuel, energy, components, labour or transport). Upon the occurrence of any event of force majeure, Parties' obligations that cannot be fulfilled as a result of said force majeure shall be automatically extended, without any penalty charged, for a period

corresponding to the duration of the event of force majeure, save for the Customer's obligation to pay the amounts due by way of the price, in respect of which the contractually agreed due dates shall remain in full force and effect.

By way of exception to the above, in the event that the force majeure affects the Supplier's Country impeding the delivery of goods on the part of the Supplier, the Customer shall have the right to delay the payment of the price until the Supplier's activity is resumed. The Parties, in any event, shall take all measures within their power to ensure, within the shortest possible time, the reinstatement of the performance of the obligations which have been delayed as a result of the event of force majeure. Should the Parties hereto be unable to carry out their obligations in accordance with the time schedule provided under the Contract for a period of 6 months or more as a result of an event of force majeure, then the Parties shall meet as soon as possible in order to examine the impact of such events on the terms of the Contract, in particular, on the prices and on the delivery schedule, and they shall come to an agreement as regards the terms and conditions for the continuance of their respective obligations. With specific regard to the Covid-19 coronavirus epidemic, if the Contract is signed when such epidemic is already causing delays in one of the Parties' business activities and/or a suspension in whole or in part of such activities (or it is foreseeable that it will cause them), the liability exemption provided under this Article 17 shall in any event apply, it being hereby agreed to deem in any event the above-mentioned situation as force majeure, although not unforeseeable at – and not supervening in respect of – the time when the contract was signed.

18 CONFIDENTIALITY, INDUSTRIAL PROPERTY RIGHTS. The Customer is obliged to observe the utmost confidentiality regarding all information of a technical nature (including but not limited to designs, programs, documentation, formulas, recipes, settings, and correspondence) received from the Supplier or otherwise learned or acquired in the performance of the Contract.

All industrial and intellectual property rights relating to any element that comprise the supplied goods under the Contract remain the exclusive property of the Supplier.

19 PROHIBITION OF ASSIGNMENT OF THE CONTRACT OR RECEIVABLES. The Contract cannot be assigned unless consented to in writing by both the Customer and the Supplier. The Supplier however retains the right to assign to third parties in whole or in part any credit in relation to the payment of the sum owed by the Customer under the terms of the Contract, without requiring the Customer's consent. For notification of the above transfer, if required to guarantee full payment by the Customer, a simple written communication to the Customer will suffice. In the case of assignment, the Supplier has the right to transfer in whole or in part to the assignee the rights provided in Article 7 of these Terms in respect of the retention of title.

20 THIRD-PARTY RIGHTS, SEVERABILITY. The Customer shall indemnify and release from any liability the Supplier for all claims and third-party actions, and from any related damages or loss with respect to any patent infringement or other violations as a result of production, use, and/or commercialization of the products realized by means of (or in any way incorporating) the goods supplied under the Contract.

If one or more provisions of the present Terms or of the individual Contracts relating to the supplied goods prove to be invalid, the Terms and/or afore-mentioned Contract will remain valid in their entirety, and the Parties will substitute in good faith any invalid or ineffective provisions with agreed-upon contents that are equivalent or as similar as possible.

21 JURISDICTION, APPLICABLE LAW AND ARBITRATION CLAUSE. Any controversy or dispute that could arise in relation to the execution, resolution, and/or interpretation of the Contract and/or the present Terms

a) in the case of Contracts executed with Customers registered in Italy, jurisdiction will reside exclusively with the Bologna (Italy) courts

b) in the case of Contracts executed with Customers registered outside Italy, disputes will be resolved definitively and exclusively according to the Rules of Arbitration of the International Chamber of Commerce (ICC), by a panel of three arbiters nominated according to the ICC Rules of Arbitration. In that case, the arbitration will take place in Geneva and the official language of the proceedings will be the language utilized in the Contract.

As a partial exception to the preceding sub-sections (a) and (b), the Supplier retains the right to act in the judicial forum in which it is registered, or before the courts of the location in which the Customer is registered, or any other forum competent to hear disputes with the Customer, for precautionary and/or urgent measures (including but not limited to actions for return to the Supplier of goods sold under retention of title) for judgment on the merits, provided, however that the Customer has not previously applied for arbitration.

These Terms and each Contract shall be governed by Italian law (with consequent application of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods, to the extent that it does not derogate from the provisions of the present Terms and of the relevant Contract).

The Supplier

The Customer

The Customer, according to Italian law, declares that it accepts the above terms and in particular the following Articles: 1 (scope), 2 (entry into force of the Contract), 4 (price, fees and taxes), 5 (method of payment), 6 (suspension and termination of the Contract), 7 (terms of delivery, retention of title), 8 (modifications), 14 (warranty), 15 (Supplier's responsibility), 17 (force majeure), 19 (prohibition of assignment of contracts and receivables), 20 (third-party rights and partial invalidity) and 21 (jurisdiction, arbitration clause, and applicable law).

The Customer
