



GENERAL TERMS AND CONDITIONS FOR TECHNICAL ASSISTANCE SERVICES

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1. Who these terms apply to and what they cover

1.1. These General Terms and Conditions for Technical Assistance Services (GTA) govern all technical assistance contracts between A.S. Marine and customers who have purchased A.S. Marine products. They apply even where not expressly referenced.

They apply only to professional (B2B) customers. They do not apply to private consumers.

1.2. The GTA govern paid assistance interventions that fall outside the warranty under the General Terms and Conditions of Supply (GTC). If a dispute arises during an intervention about whether the warranty applies, A.S. Marine may carry out the work provisionally at GTA rates, with a later adjustment once the warranty question is resolved.

1.3. Technical Assistance Services include: supervision of assembly, commissioning and start-up, repair, restoration and maintenance of the Products. Any additional work beyond what was agreed must be documented and signed by both Parties; the rates in Art. 4 apply, unless otherwise agreed in writing.

1.4. Before placing an order, the Customer must read these GTA (available at www.marine.it and enclosed with the Order Confirmation) and save or print a copy.

1.5. Special conditions agreed between the Parties are valid only if recorded in the Quotation, the Order and the Order Confirmation. They prevail over the GTA in the event of conflict. The Customer may not rely on any other conditions.

2. How the contract is formed

2.1. Upon the Customer's written request (describing the intervention required and any urgency), A.S. Marine issues a written Quotation. The Quotation is valid for 30 days from the date of issue; after that date A.S. Marine may revise the terms. The Quotation is never binding on A.S. Marine.

2.2. The Customer places an order by sending a written Order to A.S. Marine.

2.3. By sending the Order, the Customer accepts these GTA and the General Terms and Conditions of Supply (GTC).

2.4. A.S. Marine is not obliged to accept the Order. The contract is concluded only upon receipt of A.S. Marine's written Order Confirmation.

2.5. The contract is concluded only when A.S. Marine issues the written Order Confirmation.

3. Where the services are provided

3.1. The intervention takes place at the location specified in the Quotation, the Order and the Order Confirmation.

4. Fees and costs payable by the Customer

4.1. The fee is calculated on the basis of the calendar days during which the technician is away from A.S. Marine's headquarters, including travel time. The daily rate in force at the date of the Order Confirmation applies (8 hours/day, maximum 5 days/week).

- Travel time is included in working time.
- Overtime rate: daily rate ÷ 8, plus 30%.
- Sundays and local public holidays: daily rate plus 50%, agreed in writing in advance.

4.2. The following costs are payable by the Customer: travel costs (at ACI/IATA/rail rates), local transport between accommodation and the work site, and meals and accommodation (where not already included in the daily rate).

4.3. A.S. Marine personnel stay in 3-star hotels (or equivalent: private bathroom, wi-fi, breakfast included, within 30 minutes of the work site). Any equivalent arrangement must be agreed in writing with A.S. Marine in advance.

4.4. The Customer bears the cost of consumables (including cleaning materials) and waste disposal arising from the intervention, unless otherwise agreed in writing.

4.5. The Customer bears all costs not expressly included in the Quotation (e.g. lifting equipment, port charges, customs duties), unless otherwise agreed in writing.

4.6. Spare parts and materials required for the intervention are at the Customer's expense. If they are identified during the intervention, the Personnel record them on the Service Sheet (Art. 7) with type, quantity and cost; they are invoiced on completion. The Customer must approve the purchase in writing before parts are ordered, except in documented emergencies.

5. A.S. Marine's obligations and liability

5.1. A.S. Marine carries out the Services with due care and skill through one or more qualified technicians (the "Personnel"), who may be of any nationality.

5.2. The timelines stated in the Quotation are indicative and not binding. If A.S. Marine expects not to meet them, it will notify the Customer in writing without delay, stating the revised expected timelines.

5.3. The Personnel works with full technical autonomy, following A.S. Marine's own instructions.

5.4. If the Product was not installed or commissioned by A.S. Marine (but by a third party appointed by the Customer without an A.S. Marine supervisor), A.S. Marine may raise a warranty exclusion. In that case, any corrective intervention is governed by these GTA: A.S. Marine has no obligation to intervene but may do so at its own rates and conditions.

5.5. A.S. Marine normally carries out work at the Customer's premises. If this is not possible (e.g. laboratory calibration), A.S. Marine may request collection of the Product. Before collection, A.S. Marine provides a written estimate of the likely costs (packaging, shipping, customs clearance, insurance). The Customer must approve the estimate in writing before collection. All actual costs are payable by the Customer.

5.6. Except in cases of wilful misconduct or gross negligence, A.S. Marine is not liable for indirect, consequential, special or punitive damages, including loss of profit, business interruption or loss of data, even if it was aware of the risk.

Exception: these limitations do not apply to personal injury caused by A.S. Marine's fault (Italian Civil Code, Art. 1229, para. 2).

5.7. In any event, A.S. Marine's maximum liability shall not exceed 100% of the net price of the Product that caused the damage.

6. Customer's obligations

6.1. The Customer must ensure the safety of all areas accessed by the Personnel and the legal compliance of any tools and equipment made available to them.

6.2. The Customer must also:

- grant the Personnel free access to all areas of its premises necessary for preliminary inspections and for carrying out the Services;
- make the Products to be serviced available to the Personnel;
- minimise downtime and idle time for the Personnel;
- provide lockable office space for the safe storage of the Personnel's documents, tools and personal belongings;
- supply electricity, water and all utility services needed for the intervention, and provide lifting equipment, ladders and scaffolding (with qualified operators) where required.

7. Service Sheet — Verification and acceptance

7.1. The Personnel completes a daily or weekly Service Sheet recording work carried out. The Customer must sign it to confirm hours worked, any overtime and other annotations (including extra materials under Art. 4.6).

7.2. The Customer may record any objections in the dedicated section of the Service Sheet.

7.3. If the Customer raises no written objection, the work is deemed accepted and the amounts invoiced are deemed approved. If the Customer does not sign the Service Sheet, A.S. Marine sends it by email or certified email (PEC); if no written objection is received within 48 hours, the Sheet is deemed accepted.

8. Payment

8.1. A.S. Marine invoices periodically (daily or weekly, depending on the duration of the intervention). The final balance is invoiced on completion.

8.2. Invoices are due and payable upon receipt, unless otherwise agreed in writing in the Quotation or Order Confirmation..

8.3. In the event of late payment, A.S. Marine may suspend the Services upon written notice with a minimum of 24 hours' advance warning. The costs of repatriating the Personnel and the calendar days during the suspension period remain payable by the Customer. Services resume upon receipt of full payment.

9. Confidentiality

9.1. Each Party shall keep confidential all commercial, industrial and organisational information of the other received in connection with the contract and shall use it solely for the purpose of performing the contract. These obligations remain in force for 5 years after the end of the contract. For each proven breach, the defaulting Party shall pay the other a penalty of € 10,000, without prejudice to the right to claim further damages.

9.2. A.S. Marine may share the Customer's information with its own employees and collaborators, who are subject to the same confidentiality obligations.

10. Personal data protection

10.1. The Parties process personal data only for the purpose of performing the contract, in compliance with the GDPR (EU Regulation 2016/679).

10.2. The Parties confirm that they have received, read and understood each other's data protection notices under Art. 13 of EU Regulation 679/2016, which form part of the contract as a Privacy Annex. The Customer retains a copy of the notice received as documentary evidence.

10.3. After the contract ends, each Party retains its role as data controller for the personal data processed under the contract and may continue to process such data only for the original purposes or to comply with legal obligations.

11. Governing law and jurisdiction

11.1. These GTA and the contracts governed by them are subject to Italian law.

11.2. The exclusive jurisdiction for any dispute is the Court of Lecco (Italy).

12. Miscellaneous

12.1. In the event of any discrepancy between the Italian and the English versions, the Italian version prevails.

12.2. These GTA, together with the Order and the Order Confirmation, constitute the entire agreement between the Parties regarding the Technical Assistance Services. They may only be amended by written agreement of both Parties. They supersede all prior agreements, written or verbal, on the same subject matter.

12.3. If any clause is found to be invalid, the remainder of the contract remains in force.

12.4. Failure to enforce a right on one occasion does not constitute a waiver of that right for the future. Tolerating a breach on one occasion does not prevent enforcement against subsequent breaches-

A.S. Marine Power Solutions Srl

Signature and stamp:

Date: _____

The Customer

Signature and stamp:

Date: _____

Specific approval pursuant to Arts. 1341–1342 of the Italian Civil Code — The Customer declares that it has read and specifically approves the following clauses: 1.1 (B2B scope), 1.2 (provisional GTA regime during warranty disputes), 1.3 (additional work and applicable rates), 1.5 (prevalence of special conditions), 2.1 (non-binding quotation), 2.4 (A.S. Marine's right not to accept the order), 4.1 (fee calculation and daily rates), 4.2 (travel and subsistence costs payable by Customer), 4.3 (accommodation standard), 4.4 (consumables payable by Customer), 4.5 (costs not included in quotation payable by Customer), 4.6 (spare parts payable by Customer), 5.2 (indicative and non-binding timelines), 5.3 (Personnel's full technical autonomy), 5.5 (laboratory repair: costs payable by Customer), 5.6 (exclusion of liability for indirect damages), 5.7 (liability capped at 100% of Product price), 7.3 (deemed acceptance after 48 hours), 8.2 (payment within 7 days), 8.3 (suspension of Services with 24 hours' notice), 9.1 (confidentiality: 5-year duration, € 10,000 penalty per breach), 11.2 (exclusive jurisdiction of the Court of Lecco), 12.3 (severability clause).

Customer's signature for specific approval:

Date:
