



## GENERAL TERMS AND CONDITIONS OF SUPPLY

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## 1. Who these terms apply to

**1.1.** These General Terms and Conditions of Supply (GTC) apply to all sales contracts between A.S. Marine and the Customer: quotations, orders, deliveries and any related agreement, even where not expressly referenced.

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

**1.2.** For the design, manufacture and installation of electrical machines (transformers, power supplies, converters, etc.), Art. 12 also applies. In the event of conflict, Art. 12 prevails.

**1.3.** The Customer's own general terms and conditions do not form part of the contract, even if attached to an order.

**1.4.** The Customer expressly waives the right to enforce its own contractual terms and conditions other than those agreed in writing.

**1.5.** Deviations from these GTC are valid only if approved in writing by A.S. Marine.

**1.6.** A.S. Marine may supplement these GTC with Special Terms and Conditions; in the event of conflict, the Special Terms prevail.

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## 2. How the contract is formed

**2.1.** A.S. Marine's quotations are non-binding. The contract is concluded only upon A.S. Marine's written Order Confirmation (including by email).

**2.2.** The Customer's order is irrevocable for 4 weeks from receipt. If A.S. Marine does not respond within that period, the order is deemed rejected.

**2.3.** By placing an order, the Customer accepts these GTC and the General Terms and Conditions for Technical Assistance Services (GTA).

**2.4.** A.S. Marine may make partial deliveries, provided they are reasonable, full delivery of the entire order is guaranteed and the Customer does not incur additional costs beyond those agreed. The first shipment is at the Customer's expense; subsequent shipments are at A.S. Marine's expense.

**2.5.** Goods sent on approval are deemed accepted and purchased if not returned within 60 days of delivery. Returns are at the Customer's expense; if the goods are in good condition, no charge is made.

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## 3. Prices

**3.1.** Prices stated in the quotation and Order Confirmation are FCA (Free Carrier, Incoterms 2025): transport, insurance, packaging, taxes, duties and customs charges are at the Customer's expense unless otherwise agreed in writing. Risk passes to the Customer in accordance with FCA rules (see Art. 6).

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## 4. Payment

- 4.1.** Invoices are payable upon receipt, unless otherwise agreed. Payment terms and any guarantee arrangements are agreed directly between the Parties.
- 4.2.** The payment deadline is of the essence. On expiry, the Customer is automatically in default and late-payment interest accrues automatically from the following day in accordance with Italian Legislative Decree 231/2002.
- 4.4.** The Customer may not suspend or delay payment on account of any dispute, except in the case of A.S. Marine's material breach of contract.
- 4.5.** If the Customer fails to pay, does not provide the required guarantees or does not pay the agreed advance, A.S. Marine may refuse to make delivery.

**i** Original Art. 4.3 (late-payment interest) has been merged into Art. 4.2 for clarity.

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## 5. Delivery

- 5.1.** Unless otherwise agreed in writing, delivery is ex-works from A.S. Marine's manufacturing facility, at the Customer's expense.
- 5.2.** The delivery period runs from the date of the Order Confirmation and receipt of any agreed advance payment.
- 5.3.** A delivery date is binding on A.S. Marine only if confirmed in writing.
- 5.4.** Delivery is deemed made when the goods are ready for dispatch and A.S. Marine notifies the Customer accordingly.
- 5.5.** Transport — even if arranged by A.S. Marine — travels at the Customer's risk and expense.
- 5.6.** In the event of a delay attributable to A.S. Marine, delivery is still deemed timely if it takes place within 15 working days of the agreed date. The delivery date is not of the essence: the Customer must formally put A.S. Marine in default before being entitled to terminate the contract.
- 5.7.** If the Customer refuses or delays acceptance of delivery, A.S. Marine may charge a penalty of 15% of the purchase price, or recover all costs actually incurred, or retain any advances paid.

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## 6. Transfer of risk

- 6.1.** Risk passes to the Customer upon conclusion of the contract, or at the latest when the goods are identified and ready for shipment at A.S. Marine's manufacturing facility. FCA Incoterms 2025 rules apply.
- 6.2.** Transport insurance is at the Customer's expense and is arranged only upon the Customer's request.

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## 7. Retention of title

- 7.1.** A.S. Marine retains ownership of the goods until full payment of the price.
- 7.2.** The Customer must store the goods with due care and must not alter their intended use.
- 7.3.** Until full payment has been made, the Customer may not sell, pledge, assign as security or otherwise transfer the goods.
- 7.4.** During the retention-of-title period, the Customer may only carry out acts of ordinary management of the goods. The Customer may not perform extraordinary acts or any act that would prejudice A.S. Marine's right to recover the goods in the same condition as at delivery.

**7.5.** The Customer must notify third parties and creditors that the goods are subject to retention of title and must immediately inform A.S. Marine of any enforcement action against the goods.

**7.6.** The Customer must insure the goods for the benefit of A.S. Marine against fire, theft and damage, at its own cost. The Customer must provide A.S. Marine with a copy of the policy and premium receipt within 15 days of inception, or upon first request.

**7.7.** If the Customer fails to pay an instalment and the outstanding amount exceeds one eighth of the total price, A.S. Marine may terminate the contract with immediate effect.

**7.8.** Following termination, A.S. Marine is entitled to immediate return of the goods and may retain 30% of the price as fair compensation for use of the goods.

## **8. Warranty**

**8.1.** A.S. Marine warrants that the Products will function correctly for their intended use.

**8.2.** The warranty period is 12 months from the date of signing the acceptance report (commissioning certificate), or 30 days from the goods-ready notice, whichever is earlier.

**8.3.** The Parties may agree in writing to extend the warranty period during its term.

**8.4.** The warranty

- **does not cover:** failures caused by improper use, negligence or failure to follow the user manuals;
- accidental damage (lightning, flooding, voltage drops) or damage caused by misuse (impacts, falls);
- failures following unauthorised modifications or repairs not authorised by A.S. Marine;
- normal wear and tear of components and consumable materials;
- logistics costs and damage to third parties.

**8.5.** To activate the warranty, the Customer must report the defect in writing within 8 days of discovery (failing which the warranty claim is forfeited). For latent defects, the 8-day period runs from actual discovery. A.S. Marine then agrees on repair timelines with the Customer.

**8.6.** Warranty interventions do not extend the warranty expiry date. A.S. Marine must have free access to the Product to carry out the work.

**8.7.** The warranty covers labour and defective spare parts. Travel and subsistence costs are not covered and are charged in accordance with the GTA. Replaced parts are taken back by A.S. Marine.

**8.8.** A.S. Marine normally carries out repairs on site. If this is not possible, repair takes place at A.S. Marine's laboratory: A.S. Marine bears the transport costs (collection and re-delivery); all other costs are at the Customer's expense.

**8.9.** If a fault is not covered by the warranty, all intervention costs (parts, call-out charge, travel) are charged to the Customer at the current applicable rates.

**8.10.** The warranty does not include additional remedies (termination, price reduction), except as required by mandatory law. Exception: these limitations do not apply where A.S. Marine has fraudulently concealed a known defect.

**8.11.** The Customer forfeits the warranty if maintenance is not carried out in accordance with A.S. Marine's manuals or if interventions are performed by personnel not authorised by A.S. Marine.

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## 9. Limitation of liability

- 9.1.** A.S. Marine is not liable for damage caused by the integration of the Product into systems not supplied or controlled by A.S. Marine.
- 9.2.** A.S. Marine is not liable for damage resulting from use of any software separately from the system with which it was supplied.
- 9.3.** Under the warranty (Art. 8), A.S. Marine's liability is limited to the performance of its repair or replacement obligations. No additional direct or indirect damages are covered.
- 9.4.** 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. Exception: these limitations do not apply to personal injury caused by A.S. Marine's fault.
- 9.5.** In any event, A.S. Marine's maximum liability shall not exceed 100% of the net price of the individual Product that caused or is connected to the damage.

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## 10. Customer default

- 10.1.** If the Customer fails to perform its contractual obligations, A.S. Marine may (after serving formal notice) suspend or terminate the contract.
- 10.2.** Upon termination for the Customer's default, A.S. Marine may retain any advances paid or claim a penalty of 15% of the invoice value of the relevant Products, without prejudice to the right to claim further damages.

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## 11. Installation and additional services

- 11.1.** Costs for installation, training or other additional services are communicated by A.S. Marine upon request and governed by separate agreements.
- 11.2.** The Customer warrants that its site is suitable for installation: electrical installation, lighting, temperatures, safety measures and flooring must comply with A.S. Marine's requirements.

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## 12. Works contracts (machines and plant)

- 12.1.** Where the contract covers the design, manufacture and installation of a machine, this article applies. Conditions agreed in writing take precedence over the GTC.
- 12.2.** A.S. Marine may modify the design to the extent technically necessary. Unilateral price variations are permitted only up to 10% of the agreed contract price; variations above this threshold require the Customer's written consent.
- 12.3.** A.S. Marine delivers by the agreed date. A delay of up to 15 working days is still deemed timely.
- 12.5.** If agreed, A.S. Marine trains the Customer's personnel before commissioning, at the cost indicated in the contract.
- 12.6.** The Customer must ensure that its personnel attend training in the minimum numbers required by A.S. Marine and that the Machine is operated only by trained personnel.
- 12.7.** Upon completion of the works, A.S. Marine carries out commissioning tests and prepares an acceptance report signed by both Parties.

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**12.8.** The Customer must actively participate in the commissioning process.

**12.9.** A.S. Marine formally notifies the Customer of commissioning completion by certified email (PEC) or registered post. The Customer has 3 days from receipt to sign and return the acceptance report. In the absence of a response, the Machine is deemed accepted.

**12.10.** The Customer may note in the acceptance report only defects that render the Machine non-compliant or unusable. Minor defects do not prevent acceptance, but A.S. Marine undertakes to remedy them within the timelines stated in the report.

**12.11.** If the Machine is not accepted, the Customer may not use it without A.S. Marine's written authorisation. Any unauthorised use is entirely at the Customer's risk and responsibility.

**12.12.** A.S. Marine warrants that the Machine conforms to the contractual specifications and is free from design or manufacturing defects. A.S. Marine does not warrant fitness for purposes not specified in the contract.

**12.13.** If defects preventing correct operation emerge during the warranty period, the Customer notifies A.S. Marine and grants access to the plant. A.S. Marine repairs or replaces at its own labour cost; travel costs are at the Customer's expense.

**12.14.** Repaired or replaced parts carry a further 12 (twelve) month warranty.

**12.15.** The warranty exclusions of Art. 8 apply. The Customer may not suspend payments on account of any dispute regarding the Machine.

**12.16.** A.S. Marine's liability in works contracts is limited to repair, replacement or rectification. Indirect or consequential damages are excluded.

## **13. Force majeure**

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**13.1.** A.S. Marine is not liable for delays or non-performance caused by events beyond its reasonable control (force majeure or act of God).

**13.2.** Examples of force majeure: strikes, raw material shortages, epidemics, natural disasters, customs blockages, supplier delays.

**13.3.** Both Parties must notify the other immediately in writing. If the force majeure event continues for more than 6 months, either Party may terminate the contract.

## **14. Confidentiality**

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**14.1.** Each Party must keep confidential all commercial and technical information received in connection with the contract and use it solely for the purpose of performing the contract.

**14.2.** In the event of unauthorised disclosure, the affected Party must immediately notify the other in writing.

**14.3.** In the event of accidental disclosure, the disclosing Party must take all reasonable measures to limit the consequences.

**14.4.** The Customer may not reverse-engineer any products, machines or other items made available by A.S. Marine.

**14.5.** Confidentiality obligations remain in force for 5 years after the end of the contract.

**14.6.** For each proven breach of confidentiality, the Customer shall pay A.S. Marine a penalty of € 10,000, without prejudice to the right to claim further damages.

## 15. Intellectual property

**15.1.** The contract does not transfer to the Customer any intellectual property, industrial property or copyright in the Products. All such rights remain with A.S. Marine.

**15.2.** The Customer may use technical documentation (quotations, drawings, analyses) only to the extent necessary for the intended use of the Product.

## 16. Privacy and data protection

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

**16.2.** The Customer's data are used by A.S. Marine solely for contract performance and are not transferred to companies outside the A.S. Marine group.

**16.3.** A.S. Marine will not use the Customer's data for marketing or commercial communications without the Customer's express opt-in consent, obtained through a separate GDPR information notice.

**16.4.** The Customer may withdraw marketing consent at any time by writing to A.S. Marine Power Solutions Srl, Via 1° Maggio 5, 23890 Barzago (LC) — Italy, or by email: [info@asmarine.it](mailto:info@asmarine.it). Withdrawal does not affect the lawfulness of processing carried out before withdrawal.

## 17. General provisions

**17.1.** The Customer undertakes to comply with all applicable laws and regulations on employment, environmental protection and health and safety.

**17.2.** If restrictions or sanctions prevent delivery to a particular country, A.S. Marine may withdraw from the contract and charge the costs incurred to the Customer.

**17.3.** This contract is governed by Italian law.

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

**17.5.** If any clause is invalid, the remainder of the contract remains in force. The Parties agree to replace any invalid clause with a valid one of equivalent effect.

**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 hereby specifically approves the following clauses: 1.3, 1.4, 2.2 (irrevocability of order), 2.4 (partial deliveries), 4.4 (no-set-off / solve et repete), 5.6 (delivery period not of the essence), 5.7 (15% penalty), 7.7, 7.8 (termination and 30% compensation), 8.4–8.11 (warranty exclusions), 9.3–9.5 (liability limitations), 10.2 (15% penalty), 12.2 (unilateral project variations), 12.9 (deemed acceptance), 12.15, 12.16 (works contract warranty exclusions), 14.6 (confidentiality penalty), 17.4 (exclusive jurisdiction of Lecco).

**Customer's signature for specific approval:**

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**Date:**

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