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## GENERAL SALES CONDITIONS

### 1. General provisions

- 1.1 These General Sales Conditions (hereinafter, referred to as "**GSC**") govern all sales of products and services made to the client by Rittal S.p.A. (hereinafter, referred to as "**RITTAL**"), directly or through third parties subcontractors. The terms and conditions of these GSC apply on the assumption, for all legal purposes, that the client is a legal entity acting in the framework of an entrepreneurial activity. Once executed by the client, these GSC apply to all subsequent purchases made by the client. It is therefore not necessary to have the client executing again these GSC, nor to expressly declare their enforceability, in connection with any subsequent purchases of products or services.
- 1.2 Any provisions that are different from these GSC, including those contained in the client's general terms of purchase or in orders, or in any other document, are not applicable unless expressly accepted in writing by RITTAL. Therefore, these GSC annul and replace any other agreement existing between RITTAL and the client regarding the sale of products and services.
- 1.3 If the client intends to use RITTAL's software (property of Rittal GmbH & Co. KG) downloaded from the website [www.rittal.com](http://www.rittal.com), accessible also through the link available on the website [www.rittal.it](http://www.rittal.it), the relevant license of use is subject to the license agreement between the client and Rittal GmbH & Co. KG on the website [www.rittal.it](http://www.rittal.it).

### 2. Products and services specifications – Stipulation of the Contract

- 2.1 Specifications of RITTAL's products and services are listed in the catalogs, brochures, technical documentation and/or RITTAL's website. These documents are not binding on RITTAL in case of different specifications reported from time to time in the contractual documents. RITTAL is authorized to modify at any time the specifications of its products and/or services. These modifications do not apply to products and services object of already stipulated contracts, unless otherwise agreed between the parties.
- 2.2 With no prejudice to the provisions of art. 1.2, a contract for the purchase of products and/or services (hereinafter referred to as "**Contract**") is considered as stipulated only following the written confirmation by RITTAL of the purchase order sent by the client corresponding in full to the purchase order or, in the absence of such written confirmation by RITTAL, following the material execution by RITTAL of the purchase order of the client. In the event that the confirmation by RITTAL of the purchase order contains changes to the purchase order of the client, RITTAL'S confirmation is to be considered as a new proposal. In such a case, the Contract is considered as stipulated, in addition to the case of express acceptance of the new proposal by the client, also if the client does not communicate in writing to RITTAL

ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES

Direzione e coordinamento Rittal GmbH & Co. KG  
Cap. Soc. € 3.100.000,00 int. vers. - R.E.A. di Milano n. 1190488  
N. Mecc. MI/035929 - Cod. Fisc. 07925350154 - P. IVA IT11280550150  
Codice destinatario fatturazione elettronica MKS5WEC

FRIEDHELM LOH GROUP



its intention not to accept the new proposal within 15 (fifteen) days of receipt of the new proposal, ("*tacit consent*").

- 2.3** With no prejudice to the provisions of art. 1.2, in the event of an offer by RITTAL, the Contract is considered as stipulated following the full acceptance of the offer by the client through the issuance of a purchase order. In the event that the purchase order of the client contains changes to the offer of RITTAL, the purchase order is to be considered as a new proposal. In such a case, the Contract is considered as stipulated following the written confirmation by RITTAL of the purchase order sent by the client corresponding in full to the purchase order, or upon the material execution by RITTAL of the purchase order of the client. The terms and conditions of RITTAL's offer are valid for the period indicated therein and then terminate automatically.
- 2.4** The client is required to accept these GSC at the same time of the stipulation of the first Contract, by returning them to RITTAL properly executed. In the absence of such acceptance, the Contract will not be considered as stipulated and RITTAL will not carry out the purchase order, without this originating any liability on RITTAL. Following their acceptance, these GSC will remain in force for the future purchases of products and services performed by the client, as provided for by art. 1.1.

### **3. Prices – Right to payment - Terms of payment – Interests for late payment**

- 3.1** Unless otherwise agreed in writing, the prices of the standard products are those quoted in the offer submitted from time to time to the client. The prices of non-standard products are those agreed upon from time to time with the client. All prices are net of VAT (in the measure applicable from time to time on the date of the invoice) and of any other costs including, by way of example, shipping costs, packaging costs, insurance costs, installation and training costs, customs duties, etc.
- 3.2** Prices are for products delivered ex works. In case of deliveries to destination, Rittal reserves the right to charge the client for shipping and delivery costs. In case of deliveries abroad, the costs of shipping and delivery are divided between the parties as per agreements from time to time stipulated between them. Customs duties and taxes, including the management of the formalities necessary for the import of the products, are always the sole responsibility of the client.
- 3.3** Unless otherwise agreed in writing, if the term for delivery of the products or for provision of the services falls for any reason beyond 12 (twelve) months from the date of stipulation of the Contract, RITTAL reserves the right, after informing the client promptly and before performing under the Contract, to adjust the price of the products and/or the services to the extent necessary in consideration of the overall trend of prices outside its control (e.g. exchange rate fluctuations, changes in currency regulations, variations of customs duties, increased cost of materials or production) or due to the possible change of subcontractors. In case of deliveries of products or provision of services performed within 12 (twelve) months from the date of stipulation of the Contract, the price applicable on the date of stipulation of the Contract shall be deemed valid. In the case of framework agreements containing price provisions, the period of 12 (twelve) months starts from the date of acceptance of each purchase order covered by the framework agreement.
- 3.4** The right of RITTAL to the payment matures:
- a) at the time of delivery of the products in the case of sales contracts that do not provide for the execution of services;



- b) at the end of the installation of the products, or at the end of the works, in the case of sales contracts that provide for the execution of commissioning and/or installation services;
- c) at the time of testing of the work with a positive outcome in the case of procurement contracts ("appalto").

For the sales contracts referred to in letter b) which provide for the execution of commissioning and/or installation services, RITTAL will issue at the end of the installation of the products, or at the end of the works, a declaration of completion of the works. Considering that the preparation of the wiring and of the network, computation and storage equipment of the client's site, including the related infrastructural works, are due by the client, such declaration of completion of works may not include the following services:

- i. the configuration of active and monitoring devices (PDU, CMC, DET-AC, LCP, Chiller, LCU, UPS and other active devices in general);
- ii. installation and programming of Rizone DCIM monitoring software.

Therefore, the aforementioned declaration of completion of the works shall be considered valid and effective even lacking in the absence of the execution of the activities referred to in the aforementioned points i) and ii), which RITTAL undertakes nevertheless to complete within 30 (thirty) days from the date of preparation of the network and computational infrastructure by the client.

In the event that the relationship between RITTAL and the customer is configured as procurement ("appalto"), and without prejudice to what otherwise established in the specific procurement contract possibly stipulated by the parties, the testing will be performed by RITTAL, through its appointees or subcontractors and in the presence of the client, within 30 (thirty) days of completion of the works.

At the end of the testing, RITTAL and the client will sign a testing report in which they will report the result of the testing and in which the client may present its reservations on the execution of the work, if any.

Considering that the preparation of the wiring and of the network, computation and storage equipment of the client's site, including the related infrastructural works, are due by the client, any reservations by the client regarding the execution of the following services will not nullify the positive outcome of the testing:

- ii. the configuration of active and monitoring devices (PDU, CMC, DET-AC, LCP, Chiller, LCU, UPS and other active devices in general);
- ii. installation and programming of Rizone DCIM monitoring software.

In the event that (a) following the testing the client signs the testing report without raising reservations about the execution of the works, or (b) following the testing the client signs the testing report raising reservations only on the execution of the services referred to in the aforementioned points i) and ii), or (c) following the testing the client does not sign the testing report within 3 (three) days from the signing of the same by RITTAL, or (d) RITTAL, through its appointees and/or suppliers, cannot carry out the testing by the term of 30 (thirty) days from completion of the works for reasons attributable to the client, the testing will be considered concluded with a positive outcome and the works will be considered accepted by the client with consequent accrual of RITTAL's right to payment.



In the event that, after having signed a separate procurement contract ("*appalto*") or after having issued an order that configures as procurement ("*appalto*"), the client does not allow RITTAL to start or to continue the execution of the works object of the procurement and this situation continues for at least 12 (twelve) months from the signing of the procurement contract or from the order that is configured as procurement ("*appalto*"), or from the interruption of the works referred to in the procurement, for reasons attributable to the client, RITTAL will have the right to invoice the client for the products that RITTAL has procured in the meanwhile for the execution of the procurement and that it could not install for the aforementioned reasons.

- 3.5** Unless otherwise agreed in writing, the client must pay the agreed price, without any deduction and/or offsetting, as indicated by RITTAL within 30 (thirty) days "end of month" from the date of issuance of the invoice. Upon expiry of this term, the client shall automatically be considered in default pursuant to art. 1219, 2<sup>nd</sup> paragraph no. 3) of the Civil Code.
- 3.6** In the event of delayed payment, default interests will be applied on a daily basis at the rate provided by Legislative Decree no. 231 of October 9, 2002 and subsequent amendments and additions thereof, starting from the day following the expiry of the term for payment up to the date of payment.

#### **4. Shipping - Returns - Packaging**

- 4.1** The products are shipped to destination at the delivery point indicated by the client (the delivery point), or ex works at RITTAL's warehouse or at any other warehouse managed in outsourcing by RITTAL's partner companies (the pick-up point). In case of shipment to destination, the risk of destruction, loss or damage of the products is transferred to the client at the time they are made available to the client for unloading at the delivery point, that is deemed as occurred upon signing of the shipping documents. In case of shipment ex works, the risk of destruction, loss or damage of the products is transferred to the client at the time they are made available to the carrier or to the client at the pick-up point.
- 4.2** Unless otherwise agreed in writing, only returns of standard products are accepted; returns of special or out-of-stock products are excluded. Returns are only possible if previously authorized by RITTAL in writing and with shipment to the place indicated by RITTAL at care and costs of the client. Returned products must include the original RITTAL's packaging. The client will be charged a flat-rate in the amount of 20% (twenty percent) of the price of the returned products as compensation for RITTAL's control, handling and administrative costs related to the returned products.
- 4.3** Unless otherwise agreed in writing, all products are shipped with standard cardboard packaging. All accessories for shipment, including for example wooden pallets or cases, must be returned to RITTAL in compliance with the agreed terms and conditions and, unless otherwise specified, will be charged to the client in case of failure to return them within 30 (thirty) days from delivery. Any client's specific request about the packaging of the products will be met, as far as possible, at the client's expense. In any case, the client is required to inspect the packaging of the products at the time of delivery and to report immediately to the carrier any damages of same by means of a written note in the shipping documentation (DDT). In the absence of such a note, the products will be deemed as accepted, with no prejudice to the application of the warranty as per art. 7 herein.

#### **5. Terms of delivery and of performance of services – Partial shipments – Force Majeure**

- 5.1** Unless their essentiality is expressly agreed in writing, the agreed terms of delivery of the products and/or provision of services are only indicative. In the case of special products and/or projects, their compliance



is subject to the timely supply to RITTAL by its suppliers. The running of each agreed term for the delivery of products and/or performance of services, presupposes, in any case, the agreement between RITTAL and the client on all matters of technical nature, as well as the timely and regular fulfillment of the client's obligations necessary to allow the delivery of the products and/or the provision of the services.

- 5.2** If a delivery term, which has not been expressly agreed in writing as essential, is not complied with for causes not attributable to RITTAL (e.g. lacking, incomplete or delayed delivery by its suppliers), the delivery term is to be considered as extended for a suitable time, depending on the circumstances, to allow the performance of the supply. In the event that the impediment, which is not attributable to RITTAL, is not of a temporary nature, each party is entitled to terminate the Contract with immediate effect with respect to the part of products and/or services not supplied/performed and without any liability of RITTAL towards the client with respect to the non-delivered/performed part of the supply.
- 5.3** In case of divided or partial shipments, where these have been expressly agreed upon or are necessary under the circumstances, RITTAL reserves the right to issue partial invoices at the time of each shipment performed from time to time.
- 5.4** In the event that RITTAL is unable to deliver the products and/or to perform the services due to "force majeure" causes (e.g. strikes or lockups, government's actions, prohibitions of law, natural events, disasters or other circumstances outside its control), the terms of delivery of the products and/or performance of the services shall be deemed extended for the duration of the impediment and for a reasonable preparatory period after its termination (the "Suspension Period") without RITTAL being considered in default therefor. RITTAL will immediately notify the client of the existence of such impediments and, if possible, of the expected duration thereof. If the force majeure event lasts with no interruptions for more than 3 (three) months, the Contract will terminate by operation of law and both parties will be released from their respective obligations.

## **6. Client's obligations of collaboration and information**

- 6.1** The client is required to autonomously inform itself of the features of the products and of the services object of the Contract and takes the risk of their inadequacy to its needs.
- 6.2** The client is the exclusive responsible for setting up a functioning and sufficiently sized hardware and software environment in consideration of the products object of the Contract.
- 6.3** Prior to use, the client is required to carefully examine the products to make sure that they are not damaged, that they correspond to what is ordered and that can be used in the required configuration.
- 6.4** The client is required to comply with the instructions provided by RITTAL for the installation and the operation of the products. The client is required to regularly acknowledge the updated information on the products reported on RITTAL's website and to take them into account during operation.
- 6.5** Where RITTAL has assumed additional obligations in addition to making available the products object of the Contract, the client is required to collaborate, free of charge and to the extent necessary, by providing, by way of example, staff, work premises, hardware and software, data and telecommunication equipment, etc.



**6.6** The client must allow RITTAL to access the products object of the Contract in order to solve any problems and to intervene in accordance with RITTAL's warranty on the products. RITTAL is authorized to verify that the products object of the Contract are used in accordance with the agreed modalities and/or with the terms and conditions of the Contract. To this purpose, RITTAL may request the client to provide information, in particular regarding the period and the level of use of the products. To the purposes above, RITTAL shall be granted access to the client's premises during normal business hours.

**6.7** The client is responsible for the inconveniences deriving from the violation of above obligations and shall bear the additional costs deriving therefrom.

## **7. Warranty**

**7.1** RITTAL guarantees the absence of defects and the possession by the products object of the Contract of the promised qualities, as well as their proper functioning in accordance with art. 1512 of the Civil Code, for a period of 12 (twelve) months from the date of delivery (to this purpose, the date reported in the DDT will be referred to). Extensions of the warranty period are possible in accordance with the terms and conditions set forth by RITTAL from time to time. The client loses the right to the warranty for defects and lack of promised quality and to the warranty of proper functioning if it does not denounce the defects or the malfunctioning by the deadlines provided by art. 1495 and art. 1512 of the Civil Code.

**7.2** In the event of defects, lack of promised quality or malfunctioning of the products, and provided that the circumstance is promptly denounced by the client in writing by the term provided by law, RITTAL will repair or replace them at its discretion. The above will constitute the sole responsibility of RITTAL and the sole and exclusive remedy for the client under the warranty.

**7.3** The software products are subject to the terms and conditions of the warranty provided for by the license agreement between the client and Rittal GmbH & Co. KG reported on the website [www.rittal.com](http://www.rittal.com).

**7.4** The warranty only applies if:

- a) the product is clearly identifiable through the serial number;
- b) the defect, lack of promised quality or the malfunctioning are not due to external causes such as, for example, fire, vandalism, operations not authorized by RITTAL, high temperatures, normal wear, etc.;
- c) the product has been examined only by authorized RITTAL's personnel or by RITTAL's service partners;
- d) the product has been installed and used solely according to the RITTAL's instructions for installation and use;
- e) installation, service, repair and maintenance of the product are carried out in accordance with RITTAL's guidelines, that is to say:
  - i) installation and assembly are carried out in accordance with RITTAL's instructions for installation and use and by qualified personnel;
  - ii) repairs under the warranty are carried out solely by RITTAL's personnel or by RITTAL's service partners;
  - iii) the product is connected only to products with which it is compatible;
- f) the damage is not caused by personnel not authorized by RITTAL.





**7.5** The interventions under warranty do not include:

- a) repair of accessory products, the execution of changes, installation of other devices;
- b) electrical interventions not included in the service products;
- c) maintenance interventions in environmental conditions not covered by the documentation provided.

**7.6** Interventions under the warranty are preferably and if possible performed at RITTAL's premises or at the premises of RITTAL's certified service partner. If this is not possible, they are performed at the client's premises or, where necessary, at places other than the previous ones (e.g. end-user's site on the national or international territory, etc.). In any case, the costs of labor and of spare parts are borne by RITTAL, while the client bears the costs of transfer (mileage refund, hours of travel, board, etc.) and any ancillary charges not expressly indicated in the warranty.

**7.7** RITTAL reserves the right not to perform any intervention, whether under the warranty or out of the warranty, in the event that the client has not paid all the outstanding invoices, including invoices related to the provision of services, without this generating on RITTAL any liability towards the client.

**8. Provision of Services – Client's Obligations**

**8.1** RITTAL reserves the right to outsource to third parties the provision of services under the Contract (e.g. installation, creation of the infrastructure, maintenance, technical assistance, etc.).

**8.2** The client must cooperate to the maximum extent to allow RITTAL's staff, or third-party's staff entrusted by RITTAL, to provide the services object of the Contract in the most appropriate, complete and safe manner. To this purpose, the client, amongst other things, shall comply at his own expense with the provisions of laws on workplace safety (Legislative Decree 81/2008 and subsequent amendments and additions), including the assessment of the risks of interference.

**8.3** The client must perform, at his own expense and in a timely manner, all the works necessary to enable the provision of services that are outside the activities and competences of RITTAL. In addition, the client must timely provide the experts and the support staff, the materials and construction tools, the consumables necessary for the installation and start-up of the products, including, for example, scaffolding, lifting devices and other tools, fuels and lubricants, electrical and water connections, heating and lighting system at the place of use, etc.

**8.4** The client must provide the storage, at the site of installation, of the materials, machines, equipment and tools necessary for the assembly and installation of the products. To this purpose, the client is also obliged to make available a suitable space, sufficiently large, dry and capable to be locked. The client must also provide a sufficient space for the breaks of the staff performing the services. Finally, the client must provide the personnel's clothing and protective equipment (D.P.I.) which are necessary due to the special conditions of the installation site.

**8.5** Prior to the start-up of the installation and/or creation services of the infrastructure, the client must provide the necessary information on the position of underground, electricity, telecommunication, gas and water pipelines or on any equipment that might be damaged, as well as on the position of the supporting walls.



- 8.6** If the performance of the services is postponed for circumstances that are not under the responsibility of RITTAL, the client shall bear any additional costs incurred as a result of the waiting time and/or of any further travel made by RITTAL's staff due to the postponement.
- 8.7** In the event that the client fails to pay the agreed consideration for the provision of the services, RITTAL, or the third party entrusted therefor, will be authorized to suspend the performance of the services until payment is made, with no prejudice to the right of RITTAL to terminate the Contract pursuant to art. 13 letter a) herein below.

## **9. Limitation of Liability**

- 9.1** With no prejudice to the rights of the client under the warranty referred to in art. 7, RITTAL will in no case be liable to the client for damages that do not derive from the products and/or services object of the Contract, nor for any indirect or incidental loss, damage, claim or cost, for any consequential damage, for missed earnings or loss of profits, for damages resulting from interruption of the business activity, or for breach of diligence requirements or claims of third parties, even if RITTAL was advised of the possibility of such loss, damage, claim or cost. The above limitations and exclusions apply to the maximum extent permitted by law. RITTAL's overall liability with regard to the provision of products and services is limited to the amount paid by the client for the purchase of the product and/or service from which the liability originates. To the extent that the liability of RITTAL is excluded or limited, the same also applies to the personal liability of its employees, representatives and auxiliaries.
- 9.2** The aforementioned limitation of liability does not apply where the damage is the consequence of the willful misconduct or gross negligence of RITTAL and in case of personal injury.
- 9.3** In any case, RITTAL will have the right to claim the client's contributory negligence
- 9.4** The right of the client to claim RITTAL's liability is subject to the statutory limitation periods.

## **10. Treatment of personal data**

- 10.1** RITTAL in its quality as Data Controller, pursuant to articles 13 and 14 of EU Regulation 2016/679, informs the client that personal data and information regarding the client and its employees and/or collaborators will be processed in order to comply with the obligations arising out of the Contract and to comply with all legal and/or administrative provisions necessary for its performance. With regard to the aforementioned purposes, the processing of personal data of the client and of its employees and/or collaborators will be carried out by means of suitable paper and/or electronic instruments, with logics strictly related to the purposes above and, in any case, capable to guarantee the safety, secrecy and confidentiality of the personal data. The communication to RITTAL of the personal data of the client and of its employees and/or collaborators is optional. However a possible refusal, or the communication of inaccurate and/or incomplete information, would have the following consequences:
- the inability to perform under the Contract, or to ensure its regular and timely performance;
  - the missed correspondence of the results of the processing of personal data with the obligations imposed by the applicable laws, including on taxation.





**10.2** Only the executives, the directors, the personnel operating in the accounting, administrative or operational management divisions and the external consultants may have knowledge of the personal data of the client and of its employees and/or collaborators, in their quality as persons appointed by RITTAL as Responsible or as Person in charge of the processing. The personal data of the client and of its employees and/or collaborators may be communicated by RITTAL (meaning that they may be known by one or more specified persons) to persons who are allowed to access the data under statutory, regulatory or EU legislation, within the limits set forth by these rules, as well as to persons who need to access the data for purposes auxiliary to the relationship between the client and RITTAL, within the strictly necessary limits for carrying out the auxiliary tasks. Personal data may also be communicated by RITTAL to controlling, controlled or related companies within the meaning of article 2359 of the Civil Code, or to companies subject to joint control for purposes connected with the carrying out of organizational, administrative, financial and accounting activities, regardless of the nature of the data processed. In particular, these purposes are pursued through the internal organizational activities, the activities functional to the fulfillment of contractual and pre-contractual obligations, the management of the employment relationship at all stages, the keeping of accounts and the application of rules on tax, trade union, welfare, health, hygiene and safety at work.

**10.3** The transfer of personal data of the client and of its employees and/or collaborators, even temporarily, to a non-EU country may only occur if necessary for the performance of obligations arising out of a contract to which the client is party or to fulfill, before the stipulation of the contract, specific requests of the client, or for the stipulation or performance of a contract made in favor of the client.

**10.4** The personal data of the client and of its employees and/or collaborators will not be disseminated.

**10.5** The personal data of the client and its employees and/or collaborators will be processed for the entire duration of the contract and also subsequently, within the limits necessary for the fulfillment of legal obligations and for administrative purposes. At the end of the period of mandatory conservation of the documentation, the information will be deleted from our computer media or destroyed.

**10.6** The client declares to be aware that in respect of the aforesaid treatments, the client and its employees and/or collaborators have the right at any time to request to the Data Controller the access to the personal data and the rectification or the cancellation thereof or the limitation of the processing that concerns them, in addition to the right to data portability.

Requests must should be addressed:

- by e-mail, to the RITTAL Responsible of Data Protection at the address: [privacy@rittal.it](mailto:privacy@rittal.it); or
- by mail, to Rittal S.p.A. , Via Niccolò Machiavelli 4/6 · 20096 Pioltello (Milan)..

**10.7** The client declares to be aware that, in relation to the aforementioned processing, the client and its employees and/or collaborators, who believe that the processing that concerns them violates the relevant privacy laws, have the right to complain to the competent Supervisory Authority, in particular in the member state in which they habitually reside, work or in the place where the alleged violation occurred.



## **11. Confidentiality**

**11.1** RITTAL and the client will not disclose to third parties, nor will they use for their own commercial purposes, the business and/or commercial information of the other party that has been expressly identified as confidential, without the written authorization of the party owning the same. RITTAL and the client will impose the same obligation on their employees, agents, collaborators in any capacity, third party companies, parent companies and subsidiaries and/or associated companies pursuant to art. 2359 c.c ..

**11.2** The obligation of confidentiality does not apply to information that, at the time of disclosure:

- a) is already known by the parties outside the contractual relationship; or
- b) is self-produced by the parties or legitimately obtained from third parties; or
- c) is already in the public domain; or
- d) has been released by the party who originated it.

**11.3** At the end of the Contract, each party must return on its own initiative the confidential information of the other party, whether in tangible or digital form, or must destroy or eliminate such information as far as this is technically possible.

## **12. Intellectual property**

**12.1** The client expressly acknowledges that any patents, know-how, copyright, trademarks, trade names, or other distinctive signs placed on, or related to, the products are the exclusive property of RITTAL or its affiliates and cannot be copied, used, altered, modified, removed, or deleted in any way. The client has the limited right to use the trademarks, trade names or other distinctive signs owned by RITTAL or its affiliates for the sole purpose of using the products object of the Contract in its activity and, in any case, in full compliance with any further agreement between RITTAL and the client pursuant to contracts already stipulated or to be stipulated between the parties (e.g. distribution contracts, etc.). Any other use by the client of the intellectual property of RITTAL or its affiliates, unless expressly authorized in writing by RITTAL or its affiliates, constitutes a breach by the client of the aforesaid exclusive rights of RITTAL or its affiliates, including under the profile of contractual responsibility, and will be properly pursued.

**12.2** Documents, drawings, data and information (both in paper form and on electronic media) representative of, and/or in any case related to, intellectual property rights of RITTAL or its affiliates, that are delivered to the client cannot be reproduced by the client without the written permission of RITTAL or its affiliates and are in any case subject to the confidentiality obligations referred to in art. 11 herein above as expressly constituting confidential information for the purposes of said article.

## **13. Express termination clause**

RITTAL will have the right to terminate the Contract with immediate effect, pursuant to art. 1456 of the Civil Code, by means of simple written communication of the intention to make use of this faculty, in the case of:

- a) missed or incomplete payment, within the agreed terms, of any amount provided for in the Contract;
- b) offsetting by the client of client's credits with client's debts vis-à-vis RITTAL;
- c) failure by the client to accept these GSC;
- d) failure by the client to comply with the provisions of art. 6.2;



- e) breach by the client of any of the obligations set forth in articles 8.2 to 8.7;
- f) breach by the client of the obligations of confidentiality set forth in art. 11;
- g) breach by the client of the obligations concerning intellectual property set forth in art. 12.

#### 14. Communications

Any communication between the parties that must be made in writing under the Contract or these GSC shall be deemed to have been properly made if sent by any of the following means allowing to prove the receipt thereof: i) certified electronic mail (PEC), ii) registered letter with return receipt, iii) fax. Such communications must be sent to the certified email address, or to the address of the registered offices or of the operational office or to the fax number of the recipient party reported in the Contract or subsequently communicated by the party with the above mentioned modalities.

#### 15. Applicable Law - Jurisdiction - Miscellaneous

- 15.1 The performance and the interpretation of the Contract, these GSC and any further and/or different agreement between the parties relating to the products and/or services object of the Contract are governed by the laws of the Italian Republic.
- 15.2 For any dispute concerning the Contract, the GSC and any further and/or different agreement between the parties relating to the products and/or services object of the Contract the Courts of Milan shall have exclusive jurisdiction.
- 15.3 Any relationships existing between the client and RITTAL's affiliates (e.g. the software license agreement between the client and Rittal GmbH & Co. KG) are governed by the laws, and are subject to the jurisdiction, from time to time referred to in the relevant contracts.
- 15.4 Should any individual provision of these GSC be declared null and/or invalid in whole or in part, the effectiveness of the remaining provisions will remain unaffected. In this case, the parties will agree on a valid provision replacing the null and/or invalid one, which is as far as possible close, from an economic and legal point of view, to the original intention of the parties. The same applies in the presence of a gap. In the case of an inadmissible term, the maximum term permitted by law shall apply.
- 15.5 Any modification to these GSC or the provisions of each Contract will be valid and binding between the parties only if done in writing and executed by both parties.

Pioltello, June 19th, 2019

\_\_\_\_\_  
Rittal S.p.A.  
The legal representative  
Marco Villa

\_\_\_\_\_  
(Seal and signature of the client)

Pursuant to articles 1341 and 1342 of the Civil Code, the client declares to have acknowledged, to understand and to expressly approve the following provisions of these GSC: **art. 1.1** (continuous validity of the GSC); **art. 1.2** (ineffectiveness of provisions derogating the GSC); **art. 2.1** (specifications of products and services); **art. 2.2** (tacit consent); **art. 2.4** (non-stipulation and non-performance of the Contract in case of failure to accept the GSC); **art. 3.3** (faculty to change the prices for deliveries falling beyond 12 (twelve) months); **art. 3.4** (accrual of RITTAL'S right to payment); **art. 5** (terms of delivery and of performance of



services); **art. 8.7** (suspension of the performance of services and termination of the Contract in case of omitted payment); **art. 9** (limitation of liability); **art. 11** (confidentiality); **art. 12** (intellectual property); **art. 13** (express termination clause); **art. 15.2** (exclusive jurisdiction).

Place and date:

(Seal and signature of the client)

ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES

Direzione e coordinamento Rittal GmbH & Co.KG  
Cap. Soc. € 3.100.000,00 int. vers. - R.E.A. di Milano n. 1190488  
N. Mecc. MI/035929 - Cod. Fisc. 07925350154 - P. IVA IT11280550150  
Codice destinatario fatturazione elettronica MKS5WEC

FRIEDHELM LOH GROUP