



GENERAL CONDITIONS OF SUPPLY (ANNEX 1)

FOR JKS® PRODUCTS

These General Condition of Supply (hereinafter just the “Conditions”) shall apply to any order for the supply of products or services from JKS Refrigeration S.r.l., having its headquarters in 35010 Cadoneghe (PD) Italy in Via G.B. Tiepolo n. 2 (hereinafter “JKS Refrigeration S.r.l.”). The purchaser of such products or orders shall be hereinafter referred to as the “Partner”.

1) SCOPE OF THESE CONDITIONS. These Conditions govern the implementation of any JKS® products supply or services provided that in case of any discrepancy between what herewith mentioned and what agreed in any specific purchase order transmitted by the Partner, conditions provided for in such specific purchase order shall prevail.

2) ORDERS' FORMATION. JKS Refrigeration S.r.l. shall take into account exclusively the supply request coming from the Partner which are formulated in written and include a clear indication of the requested products or, if the case, the code of each product's individual part. JKS Refrigeration S.r.l., at its own discretion, shall be entitled to confirm such proposal by releasing an order confirmation form to be returned within 2 (two) days from the date of receipt, stamped and signed for acceptance. The supply contract will be considered complete only after receipt, by JKS Refrigeration S.r.l., of such Partner's order confirmation fully signed.

3) TERM. These Condition shall remain in full force until **31 December 2023** and shall therefore apply to any purchase order confirmed by JKS Refrigeration S.r.l. until such date.

4) PRICES. Any price for the products is net of VAT, transport, packaging, customs duties, wooden cages, assembly and testing, which will be applied in addition to such net price. JKS Refrigeration S.r.l. shall be entitled to vary and / or modify its range or products and prices at any time without the need of any prior notice.

5) DELIVERY TERMS. Any delivery date communicated by JKS Refrigeration S.r.l., even in writing, shall be considered as indicative. In no case can JKS Refrigeration S.r.l. be requested for compensation for any damage caused by delayed delivery.

6) PRODUCTS DELIVERY MODALITIES. JKS Refrigeration S.r.l. will inform the Partner by e-mail about the goods readiness; it is Customer's responsibility to communicate to JKS Refrigeration S.r.l., again by e-mail, within ten (10) days of receiving the aforementioned prompt delivery notice, the name of the carrier and the date of collection of the goods.

7) DELAYS IN WITHDRAWAL OF PRODUCTS - REFUND OF STORAGE COSTS. If the Partner does not proceed with the withdrawal of the ordered products within the communicated timelines or if the Partner does not respond to the communication of goods readiness within the terms indicated in Article 6 above, JKS Refrigeration S.r.l. shall be entitled to charge the Partner the costs for the custody of the products (at JKS Refrigeration S.r.l. premises or elsewhere). If the possibility of allocating these products to other partners or customers arises, JKS

JKS Refrigeration S.r.l.

www.jks-refrigeration.com

Sede Legale, Amministrativa e Stabilimento:

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Tel.: +39 049 88.73.055 - **Fax:** +39 049 88.73.161

P. IVA - C.F. - R.I.: IT04114550280 - **REA:** 362978 - **Capitale sociale:** 10.000,00 €

info@jks-refrigeration.com



Refrigeration S.r.l. may sell such products provided that it has previously obtained the Partner's consent and Partner shall bear the relevant storage costs until the date of such sale.

8) RISKS: Any shipping is arranged according to the modality EX-WORKS (Incoterms® 2020) at JKS Refrigeration S.r.l. headquarter indicated to the Partner at the time of delivery. Products travel at Partner's risk and peril even in cases the freight costs should be borne by JKS Refrigeration S.r.l.

9) PAYMENT TERMS: Payment terms shall be indicated in each purchase order provided that all charges relating to bank commissions, stamps, etc. will be borne by the Partner and charged to the latter on the relevant invoice. In the event of delayed payment of even a single deadline, the company reserves the right to suspend delivery of orders in progress, without the obligation of any further notice. Following the expiration of the payment terms, no claim regarding the quality of the goods can be asserted, not even by way of exception. Interests, at the legal rate, shall accrue in case of a delayed payment with reference to any due amount.

10) TRANSFER OF OWNERSHIP AND RISKS: Title to the products shall remain vested in JKS Refrigeration S.r.l. and shall not pass to the Partner until the purchase price for the products has been paid in full and received by JKS Refrigeration S.r.l. while the Partner will assume each and all risks from the time of delivery.

11) WARRANTY-DISCLAIMER OF LIABILITY.

Warranty - Term. JKS Refrigeration S.r.l. warrants its products as free from any manufacturing defect. This guarantee is granted exclusively to the Partner for a period of 12 (twelve) months from the date of delivery of each product and is intended to be granted on the individual parts of each product. with the exclusion of electrical parts which are guaranteed for 6 months and are only covered by the guarantee if the defect is not due to incorrect power supply or connection.

Invariability. It is understood that any warranty the Partner will decide to grant to its own customers on products will have no effect whatsoever on the functioning of this warranty and on the aforementioned warranty period of 12 months.

Exclusions. Warranty under these Conditions is excluded for malfunctions, defects or damage deriving from improper use of the products, from shocks, from voltage defects or from malfunctioning of the electrical network, from incorrect installation, or from the presence, at the installation site, of corrosive agents or in the event of maintenance or modification interventions that have been carried out by subjects not authorized by JKS Refrigeration S.r.l.

How to exercise the warranty. JKS Refrigeration S.r.l. shall carry out any intervention under this warranty exclusively after having verified the actual defectiveness of the products or of their relevant parts following the return of the alleged defective parts at the expense of the Partner or, if the return is impossible or difficult to perform, following an inspection that can also be performed remotely. Any part recognized as defective will be replaced and shipped by courier carriage forward, with shipping to be paid by the Partner. Warranty does not cover the costs related to the replacement of the defective part, it is valid only towards the original purchasing Partner and does not include the replacement of any other non-defective part of the product. Parts replaced under warranty remain the property of JKS Refrigeration S.r.l.

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In case of replacement of the product or a component thereof, a new warranty period shall not take effect on the item or individual component, but the date of purchase of the original item shall be taken into account.

Only remedy. The provisions of this article constitute the only remedy for any product defect, excluding any further liability.

12) COPYRIGHT JKS Refrigeration S.r.l. All drawings and other documents relating to the products remain the exclusive property of JKS Refrigeration S.r.l. with express prohibition for the Partner to reproduce, copy and deliver to third parties without the written consent of JKS Refrigeration S.r.l..

13) JURISDICTION, APPLICABLE LAW AND COMPETENT COURT: Products or services supply executed by JKS Refrigeration S.r.l. to the Partner is governed by the laws of Italy without reference to the conflicts of laws rules. With regards to any dispute that may arise between JKS Refrigeration S.r.l. and the Partner in relation to such supplies or to these General Conditions, the jurisdiction will be the Italian one, and the Court of jurisdiction of Padova (Italy) will have exclusive jurisdiction.

DATE _____
PARTNER'S STAMP AND SIGNATURE _____

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code the Partner declares to have understood and expressly approved in writing the following general contract clauses: **2) ORDER'S FORMATION; 5) DELIVERY TERMS; 7) DELAYS IN WITHDRAWAL OF PRODUCTS - REFUND OF STORAGE COSTS. 8) RISKS; 9) PAYMENT TERMS; 10) TRANSFER OF OWNERSHIP AND RISKS; 11 WARRANTY-EXCLUSION OF LIABILITY; 13) JURISDICTION, APPLICABLE LAW AND COMPETENT COURT.**

DATE _____
PARTNER'S STAMP AND SIGNATURE _____