

General Terms and Conditions of Contract
for Products and Services offered by
GEVI S.r.l.

1. Preamble

- 1.1. These General Terms and Conditions apply to all agreements entered **into between Gevi S.r.l.**, with registered office in Piazza Nilde Iotti, 13, 56025, Pontedera (PI), VAT number 02450340506 (hereinafter "**Gevi**" or the "**Company**") and any entity requesting the supply of Products and Services ("**Products and Services**") offered by Gevi (the "**Purchaser**"), hereinafter jointly referred to as "**the Parties**".
- 1.2. All supplies of Products and Services between the Parties shall be made solely on the basis of these GTCS (hereinafter also referred to as the "**Agreement**"). In the event of any conflict between these General Terms and Conditions and any other contractual document (including framework agreements, letters of intent, NDAs, or electronic communications), these General Terms and Conditions shall prevail, unless the Parties have expressly agreed otherwise in writing with regard to individual clauses.
- 1.3. Gevi reserves the right to amend these GTCS at any time for technical, regulatory, organisational or commercial reasons.
The amendments shall take effect from the date indicated in the update notice or upon receipt of a new document containing the General Terms and Conditions of Contract.
The Purchaser will be informed of the changes by written communication sent to the email address or certified email address indicated in the contract, or to info@geviwind.com.
The changes shall be deemed accepted if the Purchaser continues to use the Products and Services after the date on which they take effect. It is understood that any changes affecting essential elements of supplies already in progress shall not have retroactive effect, unless expressly agreed by the Purchaser.

2. Subject

The Company provides the following Products and Services:

- 2.1. Supply of high-tech wind turbines.
2.2. Supply of anemometers.

- i. data published by New European Wind Atlas and Global Wind Atlas (<https://map.neweuropeanwindatlas.eu/>) subject to the open source licence <https://creativecommons.org/licenses/by/4.0/>, reworked on the basis of points ii. and iii. below;
- ii. data entered directly by the Purchaser;
- iii. data collected by detection instruments provided by the Company (anemometers).
- iv. Data adjusted to account for the site's morphological characteristics (e.g., rooftop configuration), based on published models and estimates available in the scientific and technical literature

2.4. Energy reporting and consulting, including:

- v. estimates of energy potential based on geographical and environmental data;
- vi. periodic reports and subscriptions to wind quality monitoring services.

- 3.1. By placing the purchase order, the Purchaser acknowledges that it has carefully examined the technical, functional and aesthetic characteristics of the supplies and/or services ordered and considers them suitable for the use to which it intends to put them, directly or indirectly. The Purchaser undertakes not to make any changes to the supplies and/or services and to comply with, declaring that they are aware of them, the correct conditions of use, as indicated in **the User Manual** (ANNEX 1 - **User Manual**), provided in with any hardware.
- 3.2. **Duty of cooperation:** the Purchaser undertakes to promptly provide Gevi with all documents, technical data, materials and information necessary for the correct execution of the supply of Products and Services.
- 3.3. In the event of delay, incompleteness or failure to transmit the requested information, technical data, documents, information or materials, Gevi's terms of execution shall be automatically suspended for the entire duration of the impediment. Any delays or non-compliance resulting from such circumstances shall not be attributable to Gevi nor constitute a breach of contract.
- 3.4. Gevi may use third parties appointed by it, where necessary for performance, making available to them the materials and/or data provided by the Purchaser to the extent strictly necessary.
- 3.5. These General Terms and Conditions do not create any relationship of exclusivity, agency, *joint venture* or representation between the Parties. Each Party acts in full entrepreneurial autonomy and on its own behalf.
- 3.6. Any changes or extensions to the activity, scope or technical specifications requested by the Purchaser after confirmation of the purchase order shall be subject to prior feasibility assessment by Gevi. The implementation of such changes shall be subject to the signing of a specific written "*Change Request*" and may result in an adjustment of price and/or timing.

4. Prototypal, experimental and pre-certified products and services

- 4.1. The Purchaser acknowledges that certain Products and/or Services supplied by GEVI may, in specific cases, have a prototypal, experimental, pre-commercial or pilot nature, including products supplied for testing, validation, demonstration or proof-of-concept purposes. Such nature shall always be expressly indicated in the relevant Supply Contract, offer or technical documentation.
- 4.2. The Purchaser acknowledges that prototypal or experimental Products may present performance variability, temporary limitations or non-final configurations, which are inherent to their development and validation phase. The Parties expressly agree that the supply of such Products does not imply full industrial maturity, but is aimed at controlled deployment, testing or early use scenarios.

Products may be supplied without CE marking, as they are intended exclusively for testing, validation or experimental use and not for unrestricted commercial distribution. In such cases, the Purchaser undertakes to use the Products in accordance with GEVI's instructions and applicable regulations governing experimental or pre-certified equipment.

- 4.4. GEVI shall remain responsible for any direct damage to persons or property caused by defects or malfunctions of the Products attributable to their design, manufacture or operation, including where such Products have a prototypal or experimental nature, to the extent provided by applicable law. For this purpose, GEVI declares that it maintains appropriate insurance coverage for the Products supplied, including coverage for damages to third parties, persons and property arising from their installation or operation.
- 4.5. The Purchaser acknowledges that, given the experimental nature of certain Products, it shall not initiate claims or legal actions against GEVI solely on the basis of performance deviations, experimental outcomes or results differing from initial expectations, provided that the Products are used in accordance with the agreed conditions and technical instructions. This clause shall not apply in cases of willful misconduct or gross negligence on the part of GEVI.

5. Technical changes and improvements to Products and Services

- 5.1. Gevi reserves the right to make technical changes, updates or improvements to the Products and Services provided at any time, provided that such changes do not affect their essential functionality or declared performance.
- 5.2. Such changes may be introduced for regulatory compliance, security, technological standards or performance improvement purposes.

6. Limitations and Disclaimer

- 6.1. Data from *public/open-source* sources, including those published by the New European Wind Atlas and the Global Wind Atlas, comply with their respective licences – for example, the Creative Commons Attribution 4.0 International licence. The Company assumes no responsibility for any inaccuracies, incompleteness, interruptions, errors or failure to update the aforementioned data and does not guarantee its suitability for specific purposes or results.
- 6.2. The data and information provided or uploaded by the Purchaser remain under their sole responsibility. The Company is not required to verify their accuracy or completeness and is not liable for any errors, incompleteness or inaccuracies, alterations or consequences arising from the use of incorrect, incomplete or outdated data. Any non-compliant results or inaccurate estimates due to incorrect or incomplete data shall not constitute a breach of contract by the Company.
- 6.3. The Parties acknowledge that data and analyses derived from on-site wind measurement campaigns carried out using anemometric instruments provided by GEVI are subject to intrinsic limitations of a statistical, temporal and modelling nature. Although such measurements allow for a more representative assessment of local wind conditions compared to the exclusive use of public or open-source datasets, they do not eliminate the uncertainty associated with the natural variability of wind phenomena. Accordingly, all estimates, analyses and reports based on on-site anemometric measurements shall be considered purely indicative and predictive in nature, and shall

performance, in the same manner as estimates derived from public or open-source data sources.

- 6.4. The estimates, analyses and statistical reports prepared by the Company are based on forecasting models and statistical methodologies that use variables and assumptions of a probabilistic nature. These reports are purely indicative and do not constitute a guarantee or promise of energy, economic or financial performance. The Company is not liable for any discrepancies between the estimated results and the actual data.
- 6.5. The Company shall not be liable, under any circumstances, for decisions regarding investment, installation or use of products and services based, in whole or in part, on the reports or analyses provided. The Purchaser acknowledges that such decisions remain its sole responsibility and that any compensation for indirect or consequential damages, loss of profit or loss of earnings is expressly excluded.

7. Subscription Services

- 7.1. Some services (e.g. periodic reports, monitoring with anemometers, ongoing consultancy) are provided on a subscription basis.
- 7.2. The subscription is annual and is automatically renewed.
- 7.3. The purchaser may terminate the subscription with 30 days' notice, unless otherwise agreed.

8.1. Orders and Order Confirmations:

- 8.1.1. The products (turbines, anemometers, etc.) may be sold, leased or loaned for use, as specified in the individual "Supply Contract".
- 8.1.2. The Purchaser's orders must include the order number, exact description of goods/services (with product codes, if applicable), quantity, unit price and total price, payment terms, destination and delivery instructions.
- 8.1.3. The order shall be deemed accepted by Gevi only upon sending a written order confirmation to the Purchaser. In the event of any discrepancy between the offer and the order confirmation, Gevi's order confirmation shall prevail.
- 8.1.4. If the order is preceded by an offer from Gevi, this shall be valid for a maximum period of 60 working days unless otherwise indicated. The agreement between the Parties shall in any case be considered finalised upon confirmation of the order by Gevi.

8.2. Prices and Payments:

- 8.2.1. Prices are indicated in the individual "Supply Contract" and, unless otherwise specified, are expressed in Euro excluding VAT; customs duties, taxes, charges, transport costs, insurance, assembly, installation, electrical connection, as well as any additional costs or charges related to obtaining authorisations or installation permits, are excluded and remain the sole responsibility of the Purchaser.
- 8.2.2. Unless otherwise agreed, payments are due without compensation within 30 (thirty) days of the invoice date (the date of crediting Gevi's account shall be deemed valid). In the event of delay, Gevi may suspend the supply of Products and Services until full payment of the amounts due.
Any modification and/or variation of the price indicated in the individual "Supply Contract" must be agreed in advance in writing by the Parties.

- 8.3.1. Unless otherwise agreed in writing, deliveries may be partial and the risk of loss or damage shall pass on to the Purchaser upon delivery of the products to the courier for shipment. Regarding Services, performance shall be deemed complete upon transmission of the Report, the document or activation of the platform/subscription indicated in the order confirmation.
- 8.3.2. The risk shall also be transferred in the event of delayed receipt by the Purchaser.
- 8.3.3. Unless otherwise agreed in writing, Products may not be returned without Gevi's prior authorisation. The Purchaser is also responsible for disposing of the Products in accordance with applicable WEEE and environmental regulations, where applicable.

9. Intellectual Property

- 9.1. With the exception of raw data extracted from open source sources, such as those published by New European Wind Atlas and Global Wind Atlas, which are owned by the latter in accordance with the applicable licence, all data, software, algorithms, calculation models, databases, technical documentation, reports and any other processing carried out or provided by the Company remain the exclusive property of the Company.
- 9.2. The Purchaser acquires a limited, non-exclusive, non-transferable and revocable right to use the data, reports, analyses and any other processing carried out and provided by the Company, exclusively for internal purposes and in any case only for the purposes and duration of the individual Supply Contract. In any case, the Purchaser is prohibited, directly or through third parties and by any means or medium, from copying, disclosing, publishing, modifying, transferring, distributing or otherwise using the reports, analyses and results provided by Gevi, as well as from reusing, in whole or in part, the related content for the creation of products or services intended for third parties.
- 9.3. Gevi may use the technical data deriving from the provision of the Services in aggregate or anonymized form exclusively for statistical, research or improvement purposes, in compliance with applicable personal data protection regulations.

performing reverse engineering, decompilation, code analysis, vulnerability testing, or use, reproduce or extract data, reports or results generated for the purpose of training generative artificial intelligence systems, for text and data mining techniques for commercial purposes and/or for the development of machine learning models or other automatic systems without the prior written authorization of Gevi.

- 9.5. All trademarks, trade names, logos, distinctive signs, patents, utility models, designs, copyrighted works and any other industrial or intellectual property rights used or made available by the Company under the Supply Contract are also the exclusive property of Gevi.

Gevi also retains exclusive ownership of any present or future rights relating to technologies, inventions or patentable solutions developed during the execution of the Supply Agreements, even if derived from technical specifications or suggestions provided by the Purchaser.

- 9.6. Nothing in this Agreement shall be construed as granting, implicitly or explicitly, any licence or other rights to such trademarks, patents or protected works.

The Purchaser may not remove, alter or conceal trademarks, logos, copyright notices or other indications of ownership on products, software, documentation or reports provided by the Company.

Any use of Gevi's trademarks or distinctive signs by the Purchaser must be authorised in advance in writing by the Company and limited to the agreed purposes.

- 9.7. **Confidentiality and protection of know-how**

make accessible to third parties, in any form, the information, data, documents, knowledge, drawings, models, methodologies or technical, commercial or financial experience ("Confidential Information") received from the other Party or acquired during the performance of the Supply Contract.

Confidential Information may only be used for purposes strictly related to the performance of the Supply Contract.

9.7.2. The following shall not be considered Confidential Information:

- a) was already lawfully known to the receiving Party prior to its disclosure;
- b) is or becomes public knowledge without breach of this Agreement;
- c) is lawfully obtained from third parties without any confidentiality obligation;
- d) must be disclosed pursuant to legal obligations or orders of competent authorities, subject to, where permitted, written notification to the other Party.

9.7.3. The Parties acknowledge that Confidential Information may constitute business information and know-how protected pursuant to Articles 98 and 99 of Legislative Decree 30/2005 (Industrial Property Code) and undertake to adopt all technical and organizational measures reasonably appropriate to ensure its security and non-disclosure.

9.7.4. It is forbidden to disclose or transfer Confidential Information to third parties without the prior written authorization of the disclosing Party.

The obligation of confidentiality extends to the Parties' employees, collaborators, consultants and subcontractors, who shall be bound by similar confidentiality obligations.

9.7.5. The confidentiality obligations shall remain in force for the entire duration of the Supply Contract and for a period of five (5) years following its termination, regardless of the reason for termination.

If the information constitutes trade secrets within the meaning of the law, the confidentiality obligations set forth in this document shall continue to bind the Parties as long as the aforementioned Information retains its nature as a trade secret within the meaning of said legislation.

10. Warranty on Products and Services

10.1. Gevi guarantees only that the Products and Services supplied comply with those ordered and not that they are suitable for meeting specific requirements or those defined by the Purchaser or third parties, unless these have been specifically agreed in a single "Supply Contract" accepted in writing.

10.2. If faults, defects or quality deficiencies ("defects") are found in the quantity, packaging conditions or characteristics of the Products and Services, the Purchaser may submit a complaint for obvious defects within 15 working days of discovering such faults and in any case no later than 60 working days from the time of receipt. If such notification is

not made within the specified period, the goods shall be deemed to have been accepted.

- 10.3. Warranty rights shall lapse 12 months after the date of commissioning or installation of the Product, as shown in the document certified by Gevi indicating the date of delivery of the Product, unless otherwise provided for and agreed in the individual "Supply Contract". Requests must be sent to Gevi in writing, accompanied by a description of the defect and any information useful for its identification. It is understood between the Parties that, in the event of proven defects, Gevi will be granted a reasonable period of time, not less than 30 days, to correct and/or eliminate them. Gevi shall endeavour to correct and/or eliminate such defects by repairing the product or providing a replacement product or service, indicating, where possible, the repair methods to be carried out by the Purchaser itself or a third party company appointed by the Purchaser, unless otherwise provided for and agreed in the individual "Supply Contract". Gevi is not obliged to carry out repairs or replacements directly at the installation site.
- 10.4. The Purchaser may not claim any further warranty rights against Gevi or the persons employed by Gevi for the performance of this Agreement. Any implied warranty of merchantability or fitness for a particular purpose is expressly excluded. The Purchaser's sole remedies are repair or replacement. The warranty does not cover licensed third-party software, content or services.
- 10.5. The warranty shall apply exclusively to the Products and Services referred to in point 2 of this Agreement, purchased directly from Gevi. For Services, in particular, Gevi's warranty consists exclusively of the correct performance of the agreed activities in accordance with professional diligence. Under no circumstances does Gevi guarantee the achievement of specific results or performance. The warranty does not cover defects, malfunctions or damage resulting from:
- Installation, electrical connection or configuration activities not performed by Gevi or by parties appointed by it;
 - Incorrect or negligent use of the Product or failure to comply with the instructions contained in the User Manual;
 - Any intervention, modification or repair carried out independently on the Product.
- 10.6. By way of example, the warranty shall not apply where the following are found:
- i. tampering or direct attempts to repair or alter the Product;
 - ii. delayed intervention aimed at limiting the consequences of any malfunctions of the Product;
 - iii. normal wear and tear of the product resulting from its use;
 - iv. cases and situations in which the Purchaser performs any type of operation/manipulation/adaptation and customization that may affect the

performance of the Products and Services referred to in point 2 of this Agreement.

9.7 At the Customer's request, upon payment of the fee indicated in the dedicated offer, Gevi will be available to extend the warranty for a period beyond the basic warranty referred to above, provided that the Purchaser buys original Gevi spare parts.

This additional warranty extension service will be detailed on a case-by-case basis and according to the Customer's needs, subject to agreement with Gevi, and may include, by way of example, maintenance, original spare parts, assistance and ad hoc services.

The extended warranty service, as clarified for the basic warranty, does not cover misuse, normal wear and tear, natural disasters, unauthorized modifications, or failure to perform routine maintenance.

11. Exclusion of Liability

11.1. The Company shall not be liable for any direct or indirect damage resulting from:

- improper use of the Products and Services;
- interpretation of reports;
- service interruptions due to force majeure (e.g. natural events, network failures, cyber attacks).

11.2. Limitations of liability:

11.2.1. Gevi is liable for damages only within the limits of its own willful misconduct or gross negligence or that of the parties it employs. Under no circumstances shall Gevi be liable for any consequential damages, loss of profit or data, plant downtime costs or loss of business opportunities.

11.2.2. In any case, compensation shall not exceed 100% of the value of the specific supply of Products and Services to which the claim refers, without prejudice to the mandatory responsibilities under the law. Termination of the contract for minor breaches pursuant to Article 1455 of the Italian Civil Code is excluded.

11.2.3. The Purchaser shall indemnify and hold Gevi harmless from any claims made by third parties against Gevi, including claims for damages, directly attributable to the Purchaser's breach of its obligations under this Agreement. Similarly, Gevi shall not be held liable for any prejudice or damage resulting from the improper use of the Products or Services provided, or from the use of data or content in violation of third-party rights. Gevi, for its part, shall only be liable for direct damages resulting from its own willful misconduct or gross negligence.

11.3. Gevi takes appropriate technical and organizational measures to protect its IT systems and the data processed. However, it cannot be held liable for security breaches or unauthorized access resulting from vulnerabilities in the Buyer's systems, third-party systems or public communication networks.

11.4. The Purchaser undertakes to comply with all national and international regulations governing the export, re-export and control of the use of the Products and Services provided.

11.5. In addition to and further specifying the above, Gevi shall not be liable for:

- a) the structural assessment of the installation site, including any verification of the load-bearing capacity of roofs, floors, structures or foundations;
- b) the design, execution and certification of any electrical connections and ancillary systems;
- c) compliance with building, urban planning, electrical, safety or environmental regulations applicable to the site and installation, given that all this remains the responsibility of the Purchaser;
- d) any damage to persons or property resulting from structural inadequacy of the site, installation errors, non-compliant connections or failure to comply with applicable regulations;
- e) failure to obtain or irregularities in the necessary authorizations, permits or certifications.
- f) The Purchaser shall therefore undertake to entrust the installation of the goods and the connection of utilities, including electrical connections, as described in the preceding paragraphs, exclusively to technicians who are qualified and certified in accordance with current regulations, who shall operate in compliance with best practices and applicable laws.

In this regard, Gevi is specifically indemnified by the Purchaser from any claim for compensation, damage, cost or liability arising from the inadequacy of the installation site, installation defects, non-compliance of connections or violation of regulations, relieving the Supplier from any third-party claims in this regard.

12. Force majeure and/or unforeseeable circumstances

12.1. For the purposes of this provision, causes of force majeure and/or unforeseeable circumstances include, but are not limited to, natural disasters or other events of force majeure, legal or governmental restrictions, embargoes, failure to issue export licences, confiscations, riots, insurrections, political actions, wars, terrorist attacks, fires, explosions, floods, lockouts or strikes, shortages of raw materials or energy, and cases whose cause is beyond the control and responsibility of the party concerned, which make it unreasonably difficult or impossible for the Party or one of its suppliers or subcontractors to comply with the provisions of this Agreement.

12.2. Neither Party shall be liable for any damage or loss resulting from force majeure and/or unforeseeable circumstances. Performance obligations shall be suspended for the duration of the force majeure and/or unforeseeable circumstances, and the agreed deadlines shall be extended as necessary.

12.3. If a force majeure event and/or unforeseeable circumstance persists for more than 90 (ninety) calendar days, each Party shall be entitled, subject to a mutually agreed amendment to the contract, to terminate the contract at any time by written notice to the other Party. The *status quo ante* shall be restored as soon as the Purchaser has

The sums already paid shall remain with Gevi as compensation for the activities already carried out.

13. Applicable Law and Jurisdiction

- 13.1. These General Terms and Conditions are governed by Italian law.
- 13.2. The Court of Milan shall have exclusive jurisdiction over any disputes, except in the case of contracts with consumers (Article 66-bis of the Consumer Code), for which the court of the consumer's place of residence or domicile shall have jurisdiction, if located within the territory of the Italian State.

14. Privacy and Data Protection

- 14.1. The Company processes the Purchaser's personal data in accordance with Regulation (EU) 2016/679 (GDPR).
- 14.2. The data collected via anemometers or entered by the Purchaser will be used exclusively for the provision of the Services and will not be disclosed to third parties without consent, except for agents/third parties necessary for the performance of the contract.
- 14.3. With regard to end customer or third-party data provided by the Purchaser, the latter acts as Data Controller; Gevi may act as Data Processor pursuant to Article 28 of the GDPR, on the basis of a specific written appointment attached to this contract (ANNEX 2 - Appointment as Data Processor).

15. Partial invalidity

- 15.1. The possible nullity or ineffectiveness of individual clauses shall not affect the validity of the remaining provisions; the null or ineffective clauses shall be replaced by valid provisions that most closely approximate the economic purpose pursued by the Parties. The provisions on confidentiality, limitation of liability, intellectual property and applicable law shall continue to be effective even after the termination of the relationship with the Purchaser.

16. Duration, Withdrawal and Assignment

- 16.1. This Agreement is for an indefinite period, starting from the date of confirmation of the first Order, unless otherwise specified.

notice to be sent by registered letter with return receipt or certified email to the other Party.

- 16.3. Gevi may, by virtue of law or for any other reason, assign or transfer the agreement or its rights and/or obligations under the agreement to third parties that are directly or indirectly controlled by Gevi through a majority of the share capital or voting rights.
- 16.4. Provisions, side agreements or divergent or supplementary amendments shall only be effective if agreed in writing and communicated by certified email to the other party.
- 16.5. In the event of export of the goods, Gevi's instructions and the provisions of law must be complied with.

APPENDIX 1: User manual

APPENDIX 2: Appointment of manager

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Purchaser declares that it has read, understood and specifically approved the following clauses of these GTCS:

1. Preamble;
3. Characteristics of the supply of Products and Services;
4. Technical modifications and improvements to the Products and Services;
7. Terms of supply and payment;
9. Warranty on Products and Services;
10. Exclusion of liability;
11. Force majeure and/or unforeseeable circumstances;
12. Applicable law and jurisdiction;
15. Duration, withdrawal and assignment.

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