



EXE Srl / GmbH
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EXE SRL GENERAL CONDITIONS FOR SALE No. V2 / 2017

1 GENERAL GUIDELINES

1.1 Scope

The supplies include only what is expressly stated in the Exe Srl order confirmation and are governed by these conditions. Save where otherwise agreed between the parties, these conditions for sale apply to all Exe Srl supplies for photovoltaic modules.

Any departure to these conditions for sale must result from the sole express written acceptance of Exe Srl. If one or more of these conditions for sale are not applicable, all remaining conditions for sale will remain valid.

1.2 Order Confirmation

The offers made by Exe Srl are of a purely indicative and non-binding nature if not followed by order confirmation in writing by Exe Srl.

Any modifications or reductions to orders already confirmed by Exe Srl will not be valid if not communicated to Exe Srl in writing and subsequently accepted in writing by the latter.

1.3 Interruption of supply

At any time, the execution of the supply may be suspended if the economic conditions of the Customer are violated in accordance with and for the purposes of Art. 1461 of the Italian Civil Code.

1.4 Replacement of photovoltaic modules

In connection with the provision of photovoltaic modules, Exe Srl, where necessary, reserves the right to provide models other than those required by the Customer if these are not available, subject to compliance with the electrical characteristics and quality indicated in the order confirmation.

1.5 Intellectual property

Exe Srl reserves the right, title and intellectual property on documents, drawings and technical data supplied to the Customer, who will not be able to provide or even display such documentation to third parties without prior written permission from Exe Srl.

2 METHOD OF PAYMENT

2.1 Prices

The prices of the products indicated are those resulting from the Exe Srl listings, as periodically updated. The prices indicated here exclude NET and VAT and, unless otherwise specified, include standard packaging.

2.2 Advance payment to the Order

Unless otherwise expressly stated in writing, advance payment to the agreed order must be paid within 5 (five) days following receipt of the Order Confirmation.

Any delivery deadlines for supply (e.g. delivery times, etc.) will start from the date of receipt of the agreed payment.

Advance payment to the order will be invoiced on a regular basis by Exe Srl with a proforma invoice for advance payment.

Exe Srl has the right to terminate the agreement, without formal notice, if the Customer delays the advance payment over 10 (ten) days from the date of receipt of the order confirmation.

In the event of cancellation of the order or if the supply will not be sold for the full amount within 10 working days after the written notice of the goods ready for pick-up, Exe Srl reserves the right to suspend the supply and withhold the amount



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of the total amount of cash received. If the order is cancelled by the customer, Exe Srl reserves the right to withhold the amount of cash received.

2.3 Partial Payments

Unless otherwise expressly stated in writing, the delivery of the material may be carried out with partial deliveries which will be invoiced and paid by the Customer with the deadlines indicated on the invoice.

In the absence of timely payment of partial delivery invoices, Exe Srl reserves the right to suspend supply activities with consequent delay in the deadlines expected when determining the order.

2.4 Settlements

Settlements must be made, unless otherwise stated, at least 1 (one) day before the date of departure of the material.

2.5 Payment delays

Payments must comply with the terms agreed upon the order confirmation. In the event of late payment, the Customer will be required to pay following the expiry of the due date, interest on arrears as laid down by legislative decree 09.10.2002, no. 231.

Any complaints or disputes shall in no way entitle the Customer to suspend payments.

2.6 Ownership of the goods

The Customer expressly acknowledges that Exe Srl retains ownership of the products up to the full payment of the price, interest on arrears and any other amounts due, including those due for the reimbursement of collection and collection costs notwithstanding the transfer of risks that will occur under the following art. 4.4.

The Customer is expressly prohibited from providing assets as collateral under this agreement or in general to give, as a legal guarantee of his own debt, an asset still owned by Exe Srl; violation of this prohibition will result in the expiry of the Customer of the benefit of the term, pursuant to art. 1186 of the Italian Civil Code with the consequent obligation to pay immediately and without delay all sums owed to Exe Srl.

In the event of resale of products to third parties, authorised in writing by Exe Srl, the original Customer is nevertheless required to inform the third party of the existence of the ownership right to Exe Srl on the materials being sold.

2.7 Place of payment - Cash Order

The place of payment of any sum due by the Customer to Exe Srl is that of the latter's registered office.

In the event of payment via Cash Order, for each Order issued an amount will be charged of 3.00 (three) Euro for collection expenses; in any case, the issue of Cash Orders will not result in the displacement of the place of payment of the amount due.

3 TRANSPORT

3.1 Shipment

The shipment of material is always carried out in "Free Carrier (FCA BOLZANO)" and is therefore considered in the name and on behalf of the Customer.

3.2 Unloading availability

The use of hydraulic cranes, hydraulic tailgates or any other accessory suitable for the unloading of the material remains the responsibility of the Customer.

3.3 Packaging

Where not otherwise expressly agreed in writing, standard packaging is included.



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4 DELIVERY

4.1 Indication of Time Limits

Delivery terms, unless otherwise stated in writing, are of a purely indicative nature and may in no case be considered essential.

In the event of a delay in delivery, no charge or interest or damages may be claimed by the Customer, save for the sole proven case of gross negligence by Exe Srl.

4.2 Automatic extensions

Delivery terms are automatically extended if the Customer fails to comply with contractual obligations, in particular as regards the timeliness of payments (subject to Exe Srl's right to terminate the agreement) or one of the following circumstances:

- the Customer does not provide in good time all the data necessary for the execution of the supply and does not promptly provide written approval where it is required by Exe Srl;
- the Customer requires variants over the course of the execution of the supply;
- there are cases or circumstances beyond the reasonable control of Exe Srl, or its diligence which nevertheless causes a justified reason for delay in the supply;
- delay in delivery is due to causes of force majeure (including, but not limited to, strikes by suppliers, transporters or carriers, bad weather, etc.);
- the Customer does not have the necessary and suitable means for unloading the material
- any other circumstance in which the delay is due to acts, facts and circumstances in any way attributable, even if not exclusively, to the Customer.

4.3 Place of delivery

The delivery, pursuant to art. 1510 of the Italian Civil Code, subject to the reservation of title referred to in art. 2.6 above is to be agreed upon at Exe Srl's warehouses and made at the time of making the products available to the Customer, the carrier or the forwarder, even where the price includes transport.

However, if for any reason whatsoever, for the manufactured products, the delivery has not been done for circumstances beyond the control of Exe Srl, the delivery is considered to be made with a simple notification that the goods are ready for delivery for the Customer.

4.4 Transfer of risks

After delivery under art. 4.3 above, subject however to the reservation of title to Exe Srl as provided for in art. 2.6, all product risks are transferred to the Customer.

Exe Srl, in the event of delayed delivery by an independent agency, shall be entitled to charge the Customer the costs of storage, maintenance, custody, insurance, etc.

Any complaints concerning the defect or non-conformity of the products must also be filed, within 8 (eight) days of delivery of the goods.

After this deadline, the Customer will waive its right to contest them.

4.5 Returns

Any return must be authorised in writing by Exe Srl prior to the shipment and the shipment costs shall be borne by the Customer. In the event of failure to comply with the aforementioned written authorisation, the return shall be rejected with costs borne by the Customer.

5 TECHNICAL DATA

Exe Srl reserves the right to make changes to its products at any time which it deems necessary, convenient or appropriate. Any technical modifications proposed by the Customer with regard to the offer, order confirmation or drawings submitted must be approved in writing by Exe Srl, indicating the variations that such change would make on the prices and delivery terms previously established.

6 GUARANTEE

The Company guarantees the products according to the guarantee certificates issued.



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7 TREATMENT OF DATA

According to the current legislation in force regarding the protection of personal data, Exe Srl, as a data controller, informs that personal data relating to its customers are treated as required by Legislative Decree 196/2003, as well as information provided to the customer in a separate signed agreement concerning the “Consent of the person concerned in the processing and communication and dissemination of personal data pursuant to art. 23 and 25 legislative decree no. 196/03”.

8 DISPUTES

8.1 Applicable law and competent court

Any contract concluded by Exe Srl, regardless of the nationality of the other contractor, is governed by the current Italian legislation in force.

For any dispute arising out of or in connection with this agreement, its interpretation and/or execution, the Court of Bolzano BZ (Italy) is exclusively competent.

8.2 Disputes

Any disputes do not exempt the Client from fully and timely observing the terms of payment of the terms of the agreement.

9 REGISTRATION

Expenses of the agreement, its registration and any transcription shall be borne by the Customer.

Read, approved and signed in _____, on ___/___/20__.

Seal and signature