

Terms and Conditions of Sale and Supply

1. Validity

These General Sale and Supply Conditions shall apply to and be incorporated into any sales and supply agreement signed between ThermoKey S.p.a., Via Dell'Industria n. 1, 33061 Rivarotta di Teor (UD) (hereinafter, "ThermoKey") and the Client (hereinafter "the Client").

The application of any different term and condition whatsoever, even if applied by the Client pursuant to reference made to its own purchasing or contractual provisions, is expressly excluded. Any modification to the conditions herein, shall be endorsed by ThermoKey in writing, which will have the right to establish specific different conditions in each offer or order confirmation, and such specific condition will prevail over the present general conditions. Client acknowledges to be aware of the contents of these general sale conditions, available at www.thermokey.com.

2. Offers, orders and completion of the contract

ThermoKey's offers are not binding and mandatory.

The orders shall be valid only if issued in writing and sent to ThermoKey, also by telefax or by e-mail, to the addresses communicated by ThermoKey itself.

No contract shall be considered as made between ThermoKey and the Client until ThermoKey will have confirmed the Client's order in writing, through the order confirmation acknowledged by the Client.

After the order confirmation, the order cannot be cancelled, without ThermoKey's written consent.

3. Characteristics of the Products – Modifications

Any information or data relating to features and/or specifications of the products contained in dépliant, price lists, catalogues and similar documents are indicative and not binding.

ThermoKey reserves the right of making any change to the products, which, without altering their essential features, appear to be necessary or suitable.

In case of products not included in the catalogue, ThermoKey reserves the right of making approved in writing by the Client the structural project before starting the manufacturing.

Any costs or expenses due to any extra-catalogue change of the product or subsequent to the approved structural project, as requested by the Client and considered feasible by ThermoKey, will be totally born by the Client. The Client will bear also any other modification, integration, service or costs and expenses requested by the Client and not expressly included in the order confirmation.

4. Prices and payments

Unless otherwise agreed, price is fixed in the order confirmation and has to be considered in Euro, for, each unit of Product, always net from VAT and net from packaging and transport costs.

Terms of payment are indicated in the order confirmation and, if not indicated, are to be considered as payment in advance. Terms of payment are compulsory and therefore ThermoKey does not accept discounts, reductions or rounded figures.

Payments have to be made directly at ThermoKey headquarter or at one of the Banks indicated by ThermoKey. Any default of the agreed payment terms will lead to the application, on the amount due thereof, of the interests calculated pursuant to the Italian Legislative Decree no. 231/2002, without need of any placing in default.

Payment shall be due in total as agreed, even in case of delay in delivery or in case of damage or loss, partial or total, during the transportation, not depending by ThermoKey.

5. Price revision

Price indicated in the order confirmation, except differently indicated, will be kept up to the delivery date indicated in such order confirmation. If the delivery date, following a request of the client or for reasons not depending on ThermoKey, is deferred, ThermoKey reserves the right to applying to the Client eventual prices increase, as well as eventual storage charge.

If the delivery term requested by the Client exceed 3 (three) months from the order date, ThermoKey reserves the right to revise the prices at the delivery date.

6. Delivery and transport

SExcept for otherwise indicated in the order confirmation, the products are sold Ex Works ThermoKey's factory. All costs related to the transportation of the products are born by the Client.

Upon delivery to the Client, shipper, carrier or to whoever is in charge of the transportation and, in any case, when the products leave ThermoKey's factory, the liability of whole or partial loss of the products is transferred to the Client. The delivery date is set out in ThermoKey's order confirmation. Unless agreed in writing, this date is indicative and not binding.

If ThermoKey, for reasons not depending by its will, is unable to deliver temporally or permanently the Products because of an event of force majeure and/or Act of God (i.e.: earthquake, strikes, lock-out, lack of means of transportation, authority ordinance, floods, etc.), ThermoKey will promptly inform the Client and will be excused and released from all delivery and indemnification obligations towards the Client, for the entire duration of the period in which the impediment and its effects last.

If the Client will not comply with any of the terms and conditions of the supply or sale, even in part, or if it changes its name and/or its ownership, or in case the Client delays payments, even towards other creditors, ThermoKey shall have the right to stop any delivery, even for confirmed orders, and to change the payment terms.

In any case, ThermoKey reserves the right to reduce the credit limit, if any, granted to the Client, if the general market conditions change, or new facts and/or circumstances change the actual business condition of ThermoKey. In the order confirmation is indicated if a packaging of the product is provided, and, unless differently indicated, the packaging is standard.

Extra packing has to be required previously by the Client and be confirmed in the order confirmation.

7. Warranty

Thermokey hereby expressly represents and warrants to the Client that the products are free from defects in material and production process for a 24-months period commencing as from the delivery date, within the limits of the relevant technical documentation.

Any eventual defect has to be notified in writing, without 8 (eight) days from the relevant discovery, specifying the defected products to be replaced or, to the extent applicable, the quality, quantity and term of supply for the spare parts, accessories and components of the products needed to repair defective products and remedy the defects.

The warranty covers, at Thermokey's sole discretion, the repair or replacement of the defective product or of the single defective part/component provided, however, that such defects prevent the correct use of product and they exist since the origin. Cost for labour, travel and board expenses of the intervening personnel at the Client's premises or where the product is installed are at Client's charge.

The warranty does not cover and is not extended to:

- failure in handling the unit, without using all lifting hooks present in the ventilated unit;
- use of the product or maintenance not in compliance with Thermokey's instructions as set forth in the relevant Use and Maintenance Manual, in the documentation available for download from the website's download area www.thermokey.com and/or in any other technical documentation supplied together with the product (periodical maintenance and controls are required);
- product tampering which is not in accordance with the relevant Use and Maintenance Manual and/or in the documentation available for download from the website's download area www.thermokey.com and/or in any other technical documentation supplied together with the product;
- amendments, alterations, repairs or disassembling of the product, not in accordance with the above documentation or not previously authorised in writing by Thermokey;
- repairing, single components substitution, upkeeps made by un-authorized personnel or by using non-original spare parts;
- technical inexperience;
- any circumstances outside Thermokey's control at project site;
- serial number is removed, cancelled or otherwise tampered;
- normal wear and tear;
- breakdowns caused by Client itself, its employees or third person;
- non-compliance with the EN 378 and EN 5149-4 standards;
- failure to put the fans into service if storage requires the units to be placed outdoors;
- no provision for a suitable water purification system for Dry Coolers equipped with an adiabatic spray system referring to Thermokey's instructions;
- structural modifications or changes to unit operating logics;
- failure in the grounding connection of the system unit made by qualified personnel.

Should the defect not be due to Thermokey and/or covered by the warranty hereof as well as in case the warranty is excluded, all costs and expenses for the repairs and/or replacement shall be borne by the Client.

The eventual repair or replacement shall not cause, in any case, the extension of the original warranty term as well as the renewal and/or the issuance of a warranty onto the products repaired or replaced.

The warranty hereof is Thermokey's sole and exclusive warranty with respect of defects in the product. All other warranties, express or implied, as well as any damage or indemnity whatsoever, are hereby specifically disclaimed and excluded.

Unless otherwise provided for by mandatory provisions, in no event shall ThermoKey be responsible for direct, indirect, incidental, special or consequential damages deriving from and/or connected with the defects in the product. It is hereby expressly agreed and understood that all the economic losses for the non-use of the product, even during the repairing period, are expressly excluded.

8. Goods Return

Except for specific cases accepted in writing, ThermoKey does not accept any goods return. Before any return procedure, the Client has to make a written claim and the good return has to be previously authorized in writing by ThermoKey.

Cost and expenses of the return are born by the Client and the goods are carriage paid to ThermoKey's factory. ThermoKey reserves the right to inspect the returned goods to verify whether the warranty shall apply or not. Should the warranty not apply, the goods will be sent back to the Client with transport charges to be paid by the Client itself.

9. Claims and Complaints

The Client shall inspect the delivered products and notify ThermoKey, in writing, of any defects found or that may be found upon a preliminary inspection, or any other claim related to the products. If the Client fails to make such notification within 8 (eight) days from the delivery, the products will be deemed as finally accepted and in compliance with what set forth in the contract, without prejudice to the above warranty for any not evident defect, whether applicable.

10. ThermoKey's Intellectual Property

The Client expressly recognizes that trademarks, commercial names or other distinctive marks on the goods are in the exclusive property of the ThermoKey and will not be altered, changed, removed or cancelled in any manner. The Client has the limited right to use trademarks, commercial names or other distinctive marks, as well as other industrial exclusive right or Know how (productive or commercial) associated with the goods - which nonetheless remain in the exclusive property of ThermoKey - to the limited purpose of the resale of the goods to the final consumer. Any other utilization of the ThermoKey Intellectual Property by the Client, if not expressly granted by ThermoKey in writing, will be considered an infringement of the exclusive rights of ThermoKey, and a breach of contract, and will be therefore prosecuted.

11. ThermoKey's Industrial Property

The documents, drawings, data and information (both in written papers and on electronic support) which should be delivered to the Client, remain exclusive property of ThermoKey and constitute a support for a better representation of the product and are significant of the general performances of the product itself.

The Client engages itself not to reproduce them, neither to disclose them to a third party, and he engages himself to undertake the proper precaution towards staff in order to grant the above protection.

12. Sales with Property Reserve

ThermoKey reserves the ownership of the products, paid by instalments or deferred and the ownership will be transferred to Client only on completion of the entire payment, ex Section 1523 of the Italian Civil Code, provided however that all the risks connected to the products are transferred to the Client at the delivery date.

13. Governing Law - Jurisdiction

The sales contract shall be governed and construed in compliance with Italian law, with the express exclusion of the conflict of law provisions (Wien Convention 1980).

The Court of Udine – Italy - shall have the exclusive jurisdiction in any dispute arising from or in connection with the sale or supply relationship, its agreement, performance or beach whatsoever.

Client's signature _____

According to Articles 1341 and 1342 of the Italian Civil Code, Client specifically approves Articles 3, 5, 7 (limitations on the right to raise objections), 6 (right to suspend performance of the contract), 7 (limitation and exclusion of liability), 9 (forfeiture) and 13 (competent jurisdiction) of these General conditions of sale and supply.

Client's signature _____

Privacy Policy and Personal Data

(ART. 13 AND 14 EU REG. 2016/679 – GDPR – Italian Legislative Decree No. 196/2003 as amended)

Dear Customer,

Through this Privacy Notice, the Data Controller at THERMOKEY S.p.A. intends to inform its Customers of the policy adopted regarding the protection of personal data, highlighting its commitment and attention to privacy protection.

1. Data Controller

The Data Controller is THERMOKEY S.p.A., with registered office at Via dell'Industria No. 1, 33061 Rivarotta di Rivignano Teor (UD), Italy, email: info@thermokey.com, certified email (PEC): thermokey@deltapec.it.

2. Sources and Types of personal data collected

The Data Controller collects and processes the following personal data provided by Customers, as they are essential for the conclusion and/or performance of the Contract between the parties:

- Identification, contact, and tax data of individuals acting as self-employed professionals or sole proprietors;
- Personal data, contact details (telephone, email, IP address, etc.) and job roles of employees, collaborators, workers, etc., as required for the performance of contractual activities between the parties;
- Specific email addresses used for information and direct marketing activities.

3. Purpose of Processing

The processing is carried out for:

- All activities connected (administrative and operational) and instrumental to the management of the contractual relationship established with natural or legal persons (as indicated above). Customer data will also be processed in order to:
 - Comply with legal obligations in the tax and accounting fields, or obligations imposed on the Data Controller by applicable legislation, including communications to competent authorities and supervisory bodies and compliance with their requests;
 - Conduct negotiations and perform the Contract executed between the parties;
 - Assert and defend the Data Controller's rights in judicial or administrative disputes, as well as during pre-litigation stages;
- Carry out information and direct marketing activities.

4. Legal Basis of Processing

The Data Controller processes personal data lawfully:

- for the performance of a Contract (Art. 6(1)(b) GDPR);
- to comply with legal obligations (Art. 6(1)(c) GDPR);
- based on the Data Controller's legitimate interests, including service communications or information relating to already executed contracts (Art. 6(1)(f) GDPR).

Failure to provide the personal data required for the above purposes will prevent the Data Controller from concluding and/or executing the Contract, or if already concluded, from continuing its performance.

For marketing purposes, the legal basis is consent; refusal does not affect the conclusion or performance of the Contract.

5. Methods of processing and Purpose of communication

Personal data are processed through specific operations, including: managing the storage and retention of data, information, and communications, including electronic communications. Data may be processed using automated and/or manual means, in compliance with Art. 32 GDPR.

Personal data will be processed exclusively by specifically authorized and trained personnel, or by third parties appointed to carry out specific processing activities on behalf of the Data Controller and duly instructed pursuant to Art. 28 GDPR, as well as by other autonomous Data Controllers in cases expressly provided by law, in order to comply with specific obligations or ensure the proper establishment or continuation of the contractual relationship.

Your personal data are not subject to automated decision-making, including profiling.

6. Place of data processing and transfers outside the European Union

The data collected and processed are not transferred to countries and/or organizations outside the EEA, except as indicated in the "Cookies Policy" and for the use of Mailchimp for marketing activities. If you subscribe to this service, data may be transferred to recipients located outside the EU (The Rocket Science Group LLC), in countries that have entered into agreements ensuring an adequate level of protection.

7. Data retention period

Data will be retained in accordance with legal requirements, specifically for a maximum of 10 years from the date of termination of the Contract, unless required for the protection of the Data Controller's rights in judicial and/or extra-judicial settings.

8. Data subject's rights

Each Data Subject may exercise the rights set out in Articles 15–22 of EU Regulation 2016/679, including: • the right to access their personal file; • the right to update, supplement, rectify, erase or anonymize personal data, provided no legal retention obligations apply; • the right to restrict or object to processing; • the right to receive personal data in a structured, commonly used and machine-readable format, or to transmit them to another controller (right to data portability); • the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal; • the right to receive confirmation that any rectification, erasure or restriction has

been communicated to all recipients of the data; • the right to access information on the source of the data, if not collected from the data subject.

A complaint may always be lodged with the Italian Data Protection Authority, in accordance with applicable law.

The data subject may exercise their rights at any time by sending: (i) a registered letter with return receipt to the Data Controller's registered office; (ii) an email to privacy@thermokey.com.

9. Amendments and Updates

This Privacy Notice is effective as of the date it is provided. The Data Controller may, with prior notice, make changes and/or additions to this Notice, including as a result of subsequent regulatory updates or amendments.

Date
30.03.2026

Data Controller
ThermoKey Spa