

## General Terms and Conditions

These Terms and Conditions apply to the "service of continuity of energy" and the related services by Intercom Dr. Leitner Srl, Campo di Trens, Vipiteno, p.i. 00534750211 to any customer (the "Client"). Every "service of continuity of energy" involves the Client's acceptance of these Terms and Conditions. Intercom Dr. Leitner srl offer (including the Client's irrevocable acceptance thereof), delivery note, invoice and return note and these Terms and Conditions comprise the entire contract, agreement and understanding between Intercom Dr. Leitner srl and the Client (the "Contract") and no other terms and conditions, or pre-contractual statements or representations, shall form part of the Contract. The Contract supersedes any previous agreement between the parties relating to the subject matter of the Contract and also supersedes any terms and conditions, documents or terms from the Client.

### 1. Definition

"Service Period" means the time from when the Plant leaves Intercom Dr. Leitner srl's depot or place where otherwise dispatched until received back at Intercom Dr. Leitner srl's depot or delivered to another place named by Intercom Dr. Leitner srl (acting reasonably).

"Client" means the party benefiting from Intercom Dr. Leitner srl's service and named as such in the completed Intercom Dr. Leitner srl's Proposal and shall include its successors, assignees or personal representatives.

"Force Majeure Event" means any event caused by any change of date and/or electronic date recognition, strike, lock-out, riot, civil commotion, insurrections, Terrorism or suspected Terrorism, threat of Terrorism, act of war (whether or not officially declared) or civil war, war-like action, act of any Parliament, government, agency or department (whether local or national), natural calamity, fire, flood, storm, tempest, earthquake, volcanic eruption or any other circumstances beyond the reasonable control of Intercom Dr. Leitner srl.

"Parties" or "Party" means Intercom Dr. Leitner srl and/or the Client, as appropriate.

"Plant" means all plant and equipment of whatever nature used for the "service of continuity of energy" provided by Intercom Dr. Leitner srl to the Client.

"Working Day" means the days from Monday to Friday, except bank holidays.

"Normal Working Hours" means 8 am to 5 pm on each Working Day.

"Site" means the site to which the Plant is delivered (or to be delivered) on the Client's instructions.

### 2. Duration of validity of the offer

The offer has a validity of 30 days subject to the availability of the Plant except if otherwise stated in the offer.

### 3. Service Period

#### 3.1 Service Period

The Service Period is defined in the offer (with a minimum of 3 days invoiced).

#### 3.2 Early termination by the Client

In the event the Client requests early termination of the Contract, the Client shall pay the full amount of service fees and service charge outstanding until the end of the Contract.

#### 3.3 Extension of Service Period

The duration of the Service Period is defined in the offer. Continuation of the Service Period beyond the term specified in the offer shall not be tacit. The Client must request in writing such continuation at least 7 days before expiry of the agreed Service Period. Intercom Dr. Leitner srl shall have the choice to accept or not the extension. The acceptance of Intercom Dr. Leitner srl must be notified in writing. Regardless of whether Intercom Dr. Leitner srl responds in writing, the service fee is due by the Client until the Plant is returned to an Intercom Dr. Leitner srl site. In the case of Intercom Dr. Leitner srl refusing the extension of the Service Period, the Plant should be made available for collection as initially agreed and in compliance with Clause 12.

### 4. Ownership of Plant

#### 4.1 Exclusion of property transfer

The Plant is and shall at all times remain the property of Intercom Dr. Leitner srl and the Client shall have no right, title or interest in the Plant. The Client shall not remove or deface any plate or marking on the Plant identifying Intercom Dr. Leitner srl as the owner of the Plant. The Client shall keep the Plant free and clear of any and all diligence, distress, execution, seizure, attachment, levies, liens, security interests and encumbrances of any kind and shall give Intercom Dr. Leitner srl prompt notice of any encumbrance, charge, lien, attachment, diligence, judicial process or any similar event to any of the foregoing affecting the Plant. Without prejudice to Clause 16.1, the Client shall indemnify Intercom Dr. Leitner srl upon Intercom Dr. Leitner srl's written demand against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause 4.1.

#### 4.2 Change of Site

The Client must not move the Plant from the Site without the prior written consent of Intercom Dr. Leitner srl.

#### 4.3 Access

The Client shall allow Intercom Dr. Leitner srl's employees, servants, agents and insurers access (including vehicle access) to the Plant at all reasonable times to inspect, test, adjust, maintain, repair or replace it. The Client shall be responsible for providing safe and proper access both for such purposes and for delivery and collection of the Plant and shall be liable for all loss or damage suffered by Intercom Dr. Leitner srl or by Intercom Dr. Leitner srl's employees, servants, agents or insurers as a result of the Client's failure to provide or delay in providing such safe and proper access.

#### 4.4 Rehiring

The Client must not rehire, sublet, lend or otherwise make the Plant or any part of it available to any third party without the prior written consent of Intercom Dr. Leitner srl. The Client shall indemnify Intercom Dr. Leitner srl against all losses, damage, costs, charges and expenses arising as a result of failure to comply with this Clause 4.4.

### 5. Care of Plant

#### 5.1 Responsibility of the Client

The Client shall be entirely responsible (in each case at its own cost, unless agreed otherwise by the parties in writing) for (a) the safekeeping and insurance of the Plant during the Service Period; and (b) the use of the Plant in compliance with its specification and relevant laws or regulations.

The Client shall ensure that the Plant is not operated for any purpose beyond its rated capacity or in a manner likely to result in deterioration of the Plant (except normal wear and tear).

#### 5.2 No use of defective Plant

The Client shall monitor the condition of the Plant and shall not operate it after it has become defective, damaged or in a dangerous state or in a state which results in a breach of any applicable law or regulation. If the Client or any employee, servant or agent of the Client does operate the Plant in such condition the Client shall (a) be solely responsible for any resulting damage, loss or accidents; and (b) indemnify and hold harmless Intercom Dr. Leitner srl in respect of any loss or damage suffered by Intercom Dr. Leitner srl and against any resulting claims made against Intercom Dr. Leitner srl (in addition to any obligation under Clause 16.1).

#### 5.3 Intercom Dr. Leitner srl operator

The Client shall be responsible in all the aforementioned situations regardless of whether Intercom Dr. Leitner srl's operator(s) participate in the operation of the Plant. The Client shall not permit any person to operate the Plant without Intercom Dr. Leitner srl's prior consent in writing.

### 6. Maintenance

#### 6.1 Recall

Intercom Dr. Leitner srl may recall any or all Plant and substitute equivalent Plant for such recalled Plant, upon giving thirty (30) days' written notice to the Client. The notice period will be reduced to 24 hours when the recall is justified by a safety issue. Intercom Dr. Leitner srl will not incur any liability to the Client in respect of or in connection with such recall so long as there is no material interruption in the service provided to the Client (other than a reasonable period to allow for disconnection of the recalled Plant and connection of the substitute Plant).

#### 6.2 Maintenance/service

Intercom Dr. Leitner srl shall, either itself or via a contractor, provide regular maintenance and servicing during the Contract in accordance with Intercom Dr. Leitner srl's standard practice. The Client shall make the Plant available to Intercom Dr. Leitner srl for the purpose of carrying out maintenance or service within (a) 7 days of Intercom Dr. Leitner srl advising the Client of such maintenance or service being due in case of routine, or (b) immediately in case of safety or breakdown risk.

#### 6.3 Maintenance outside Normal Working Hours

For any predictable routine maintenance or service, in case the Client can only make the Plant available outside Normal Working Hours Intercom Dr. Leitner srl reserves the right to charge the Client for overtime costs.

#### 6.4 Information on change of running mode

Intercom Dr. Leitner srl plans routine maintenance according to the expected due date based on the date of the last service and the agreed running mode in the Contract. Consequently, any change in the conditions of use such as daily hours of running and temperature of the operation environment must be immediately notified to Intercom Dr. Leitner srl. If the Client fails to notify Intercom Dr. Leitner srl of such changes and Intercom Dr. Leitner srl engages costs for unnecessary maintenance, the Client will be charged for the travel and the working hours of the operators travel. If the Client fails to notify Intercom Dr. Leitner srl of such changes and the Plant operates beyond the maintenance interval, the Client shall compensate Intercom Dr. Leitner srl for additional wear, tear and damage to the Plant by paying the full cost of both the next service and any consequent repairs.

#### 6.5 Rent fees during maintenance

For regular maintenance or unexpected urgent work carried out due to an obligation resting on Intercom Dr. Leitner srl, the Client is still liable to pay the rent fees for that period of non-use unless it lasts for over 4 hours.

### 7. Breakdown

#### 7.1 Information by Client

The Client must notify Intercom Dr. Leitner srl of any breakdown or the unsatisfactory working of any part of the Plant immediately. No notification shall be effective unless and until it is actually received by Intercom Dr. Leitner srl. The Client shall not attempt to carry out repairs himself or to engage any third party to carry out any repairs except with the express prior authority of Intercom Dr. Leitner srl. If there are stoppages outside Intercom Dr. Leitner srl's control, Intercom Dr. Leitner srl will not accept any relief from hiring costs (except to the extent that such stoppages arise as a direct result of a Force Majeure Event) nor any other claims however they arise. In all cases, the Client shall be solely responsible for the costs and expenses of recovering any Plant from soft ground and shall, where required to do so by Intercom Dr. Leitner srl, make arrangements for such recovery.

#### 7.2 Cost borne by Intercom Dr. Leitner srl

If any Plant breaks down or suffers a defect through proper ordinary usage or fair wear and tear or the development of an inherent fault or a fault not ascertainable by reasonable examination by the Client in accordance with Clause 9 Intercom Dr. Leitner srl shall choose either: (a) to repair it at Intercom Dr. Leitner srl's expense and with the least reasonably practicable delay. In this case the Client shall not be charged rent fees from its notification of a breakdown to Intercom Dr. Leitner srl until repair; or (b) to replace the relevant Plant.

#### 7.3 Cost borne by the Client

If any Plant breaks down or suffers a defect for any other reason Intercom Dr. Leitner srl shall choose, either: (a) to repair it at the Client's expense (and without prejudice to the obligation of the Client to pay any sums due to Intercom Dr. Leitner srl under the Contract until repair is completed) or (b) to replace the relevant Plant at the Client's cost and expense.

If an expertise is necessary to determine the reason of the breakdown or defect, and the expertise concludes that it is not due to any reason listed under Clause 7.2 above, the Client will bear the costs of the expertise.

#### 7.4 Termination if repair or replacement not possible

However notwithstanding Clauses 7.2 and 7.3, if repair is impracticable despite Intercom Dr. Leitner srl's reasonable efforts and if replacement Plant is not available at affordable cost Intercom Dr. Leitner srl may terminate the hiring immediately and will not have any liability whatsoever to the Client for such termination or any consequences of such breakdown, defect or termination.

### 8. Transportation and delivery

#### 8.1 Inward and outward transportation

Unless Intercom Dr. Leitner srl and the Client have agreed otherwise in writing, Intercom Dr. Leitner srl shall organise and carry out the outward transportation and delivery of the Plant from the collection place specified by Intercom Dr. Leitner srl to the Site and the subsequent return of the Plant to the place specified in accordance with Clause 12.1. The Client shall bear the cost of transportation.

## 8.2 Transportation for repair or replacement

If the Plant has to be transported for repair owing to damage or breakdown, then (a) the cost of such transportation shall be met by Intercom Dr. Leitner srl where Intercom Dr. Leitner srl is responsible for the cost of repair under the Contract; and (b) the cost of such transportation shall be met by the Client where the Client is responsible for the cost of repair under the Contract. The cost of transporting the replacement Plant to the Site shall be borne by the relevant party on the same basis.

## 8.3 Delivery time

Delivery times communicated to the Client are for information only. Although Intercom Dr. Leitner srl will do its best efforts to meet them, Intercom Dr. Leitner srl shall not be responsible for any delay regardless of the reason of said delay.

## 8.4 Loading and unloading

The Client shall be responsible for loading and unloading the Plant at the Site with the required crane, regardless of whether Intercom Dr. Leitner srl's operator(s) participate(s) in the loading and unloading and crane. For the avoidance of doubt, any time period agreed by the parties for installation and commissioning shall not commence until the Client has completed such unloading and located the Plant in its required position.

## 9. Receipt

The Client shall carry out a reasonable visual inspection of the Plant on delivery to the Site or as soon as practicable afterwards and shall promptly (and in any event within 24 hours) notify any missing parts of Plant and apparent damage or defects to Intercom Dr. Leitner srl. Unless notification to the contrary in writing is received by Intercom Dr. Leitner srl within 24 hours of the date of delivery of any Plant on Site or (where applicable and if later) completion of installation on Site of any Plant, all Plant will be deemed to have been delivered and (where applicable) installed in good working condition, free from apparent damage or defects, and to the Client's satisfaction.

## 10. Commissioning, decommissioning

10.1 Unless Intercom Dr. Leitner srl and the Client have agreed otherwise in writing, Intercom Dr. Leitner srl is in charge of commissioning and decommissioning the Plant at the price defined in the offer.

10.2 In the case of the Client being in charge of commissioning the Plant, if the Client does not succeed and requires the assistance of Intercom Dr. Leitner srl, the Client will be charged (a) assistance fees and travel cost when incurred and (b) the rent fees during the non running period. Intercom Dr. Leitner srl shall not be held responsible for delays.

10.3 In the case of the Client being in charge of decommissioning the Plant, if the Client is late and/or does not succeed and/or requires the assistance of Intercom Dr. Leitner srl, the Client will be charged (a) assistance fees and travel cost when incurred, (b) extra transportation cost due to waiting time or the need to organise extra transportations and (c) the rent fees during the extended Service Period until the Plant is returned to the planned Intercom Dr. Leitner srl's location.

## 11. Specific regulation

### 11.1 Site conditions

The Client is solely responsible for ground conditions at the Site. If the ground at the Site is soft or unsuitable for the Plant to work on or travel over without timbers or equivalents, the Client shall at its own cost supply and lay suitable timbers or equivalents in a suitable position for the Plant to travel over or work on.

### 11.2 Parking and running permit

The Client must if applicable obtain at its own expenses and under its own responsibility all necessary permits and authorisation from the relevant authorities for the parking and operation of the Plant.

11.3 Fuel, oil, lubricants and coolants Fuel, oil, lubricants and coolants shall, when supplied by the Client after agreement of Intercom Dr. Leitner srl, be of a grade and type specified by Intercom Dr. Leitner srl.

### 11.4 Daily check by Client

The Client shall at its own cost check lubricating oil and coolant levels in the Plant daily and ensure that these are kept at the level required for the proper operation of the Plant in accordance with Intercom Dr. Leitner srl's specification.

### 11.5 Connections to mains

The electrical connections of the Plant to the Client's installations will be assessed, decided upon and carried out by the Client under the Client's exclusive responsibility.

### 11.6 Work at height

Intercom Dr. Leitner srl's employees are authorised to work at height only in the presence of suitable protective measures.

## 12. Duty to return

### 12.1 Restitution at the end of the Service Period

The Client shall be entirely responsible for the return of all Plant to Intercom Dr. Leitner srl on completion of the agreed Service Period. Such Plant shall be returned to Intercom Dr. Leitner srl in good working condition, fair wear and tear excepted, and in the same state as it was initially handed over (when Plant includes cables, the Client shall be responsible for recoiling cables on drums supplied or winding them up in the boxes supplied).

### 12.2 Return note

On expiry of the Service Period, at the time of return of the Plant, an operator of Intercom Dr. Leitner srl will draw up and sign, in the presence of the Client, a return note specifying the condition of the Plant and the remaining amount of fuel. The return note must be countersigned by the Client, with any comments it wishes to make. In the event it is not signed by the Client, the return note will be sent to the Client who will have to respond within 5 working days to Intercom Dr. Leitner srl if it does not agree with the content of the return note. If the Client does not react within 5 working days, the content of the return note prepared by Intercom Dr. Leitner srl shall be regarded as final and accepted by the Client. Intercom Dr. Leitner srl shall inform the Client within 5 working days if the Client failed to return the Plant in good working condition (fair wear and tear excepted) or if some parts of the Plant are missing.

### 12.3 State of Plant

If the Client returns any of the Plant in any other condition for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Client or its employees, servants or agents), then the Client shall be liable to Intercom Dr. Leitner srl for (a) the full cost of any repairs which Intercom

Dr. Leitner srl shall deem necessary or desirable; or (b) the whole cost of replacement of such Plant if Intercom Dr. Leitner srl considers that such repairs would not be practicable or cost effective; and (c) Intercom Dr. Leitner srl's hiring costs for the Plant:

(i) while the Plant is idle owing to any such repairs; and (ii) where relevant, until the payment of the costs referred to in Clause (b) above (but without affecting Intercom Dr. Leitner srl's right to receive hiring costs in respect of the Contract).

## 12.4 Delay of return

If the Client fails to return any of the Plant for any reason whatsoever (whether or not involving any negligence or other fault on the part of the Client, its employees, servants or agents), then the Client shall be liable to Intercom Dr. Leitner srl for (a) the whole cost of replacement of such Plant; and (b) Intercom Dr. Leitner srl's hiring costs in respect of such Plant until payment of the costs referred to in Clause (a) above.

## 13. Insurance

### 13.1 Client responsible for insurance

The Client shall be responsible at its own expense for insuring the Plant and itself against all and any risks in respect of the Plant. These risks will include, for the avoidance of doubt, theft, malicious and accidental damage, fire, flood any risks arising from the presence or operation on or at the Site of the Plant (including, without prejudice to the generality of the foregoing, legal liabilities to third parties arising from the operation of, or in connection with, the Plant). Such insurance shall be maintained from the time when the Plant is delivered to the Site until the Plant is subsequently uplifted from the Site and shall also cover transportation where this is the responsibility of the Client. Any insurance monies recovered by the Client in respect of such risks shall, to the extent deemed necessary by Intercom Dr. Leitner srl, be applied as directed by Intercom Dr. Leitner srl. Parties agree that Intercom Dr. Leitner srl shall be named as beneficiary of the insurance policy entered into by the Client.

### 13.2 Insurance certificate

The Client shall give Intercom Dr. Leitner srl evidence of the Client's insurance prior to the delivery of any part of the Plant. If the evidence of the Client's insurance is not received by the agreed time for delivery, the price of insurance obligation waiver will be charged.

### 13.3 Insurance obligation waiver

If agreed in writing with Intercom Dr. Leitner srl or if the evidence of the Client's insurance is not received by the agreed time for delivery the Client will under certain conditions purchase Intercom Dr. Leitner srl's insurance obligation waiver (the "IOW"). In this case, the terms and conditions set out in the Appendix (Insurance Obligation Waiver) shall apply. Liability of the Client under Clause 15.3 is not covered by the insurance obligation waiver. Claims by third parties including the employees of the Client are not covered by the insurance obligation waiver. The Client shall thus be responsible for insuring the Plant against those claims even in case of purchase of Intercom Dr. Leitner srl's insurance obligation waiver.

### 13.4 Client's obligations

The Client must note specifically its obligations under Clauses 5, 7, 12, 15 and 16, which shall apply whether or not the Client has obtained insurance or whether or not the IOW applies. However, if the IOW applies then the terms and conditions set out in the Appendix (Insurance Obligation Waiver) shall also apply.

### 13.5 Information on loss or damage

The Client shall inform Intercom Dr. Leitner srl immediately of loss of or damage to the Plant and, where the possibility that any loss or damage has been caused by a third party cannot be ruled out, notify the loss or damage to the police and send a copy of the written report of that notification to Intercom Dr. Leitner srl without delay.

### 13.6 Information on accident

If the Plant is involved in any accident resulting in injury to persons or damage to property, the Client must notify Intercom Dr. Leitner srl immediately by telephone and confirmed in writing. The Client must not make any admission, offer, promise of payment or indemnity without Intercom Dr. Leitner srl's consent in writing.

## 14. Intercom Dr. Leitner srl liability limitation

### 14.1 Information and advice

The Client recognises and accepts that in entering into the Contract Intercom Dr. Leitner srl will rely on any advice, statement, representation or warranty given by the Client to Intercom Dr. Leitner srl or its employees, servants or agents, including in relation to the Plant, its use (whether regarding specification, performance capability or suitability for any purpose) and location. Intercom Dr. Leitner srl shall not be liable to the Client to the extent that any breach of contract, negligence, tort, or other ground for liability is due to any such advice, statement, representation or warranty being incorrect, incomplete or misleading.

### 14.2 Consequential loss

Intercom Dr. Leitner srl shall not in any event be liable to the Client for any indirect or consequential loss (including, but not limited to, loss of business and/or profits) suffered by the Client whether arising from breach of contract, negligence, tort, or otherwise, or any other fault on the part of Intercom Dr. Leitner srl or its employees, servants or agents and whether or not in the contemplation of Intercom Dr. Leitner srl and/or the Client at or prior to the commencement of the Contract.

### 14.3 Injury, death

Nothing in the Contract shall operate to exclude or limit Intercom Dr. Leitner srl's liability for the death or personal injury of any person caused by the negligence or wilful recklessness of Intercom Dr. Leitner srl or its employees, servants or agents.

### 14.4 Intercom Dr. Leitner srl's liability

Intercom Dr. Leitner srl shall accept liability for damage, loss or injury to the Plant arising (i) during erection of the Plant on Site provided such erection is entirely within Intercom Dr. Leitner srl's control; (ii) during dismantling of the Plant on Site provided such dismantling is entirely within Intercom Dr. Leitner srl's control.

#### 14.5 Exclusion of Warranty

Intercom Dr. Leitner srl makes no representations and gives no warranties - statutory, implied or other - either as to the Plant itself, or as to the quality and condition of the Plant, or as to its suitability for any particular or general purpose.

#### 14.6 Limitation of liability

Without prejudice to Clause 14.4, Intercom Dr. Leitner srl's liability for damages in respect of the Contract (whether arising from breach of contract, negligence, tort, or otherwise) shall in no event exceed 80% of the total hiring costs (excluding costs passed on to the Client such as transportation costs, fuel costs and others), if any, received from the Client by Intercom Dr. Leitner srl under the Contract.

#### 14.7 Force majeure

Intercom Dr. Leitner srl shall have no liability for, nor for any direct or indirect consequence of, any delay or failure on its part in carrying out any or all of, or any part of any of, its obligations under the Contract if such delay or failure is attributable to the failure of any part, component or item of the Plant caused by or occurring in connection with any Force Majeure Event. For the avoidance of doubt, this Clause 14.7 shall operate to exclude the liability of Intercom Dr. Leitner srl for such delay or failure by the occurrence of the Force Majeure Event and no notice shall be required to be given by or to either party.

#### 14.8 Limitation on claims

Any claim against Intercom Dr. Leitner srl becomes time-barred after the lapse of one year from the occurrence of the facts on which the claim is based.

#### 15. Client liability

##### 15.1 Cancellation fee

If the Client cancels the Contract up to one week before the commencement of the Service Period originally scheduled by Intercom Dr. Leitner srl and the Client, the Client will be due to pay 30% of the fees that would have been payable on performance of the Contract. If the Contract is cancelled within one week before the commencement of the Service Period originally scheduled by Intercom Dr. Leitner srl and the Client, the Client will be due to pay 100% of the fees that would have been payable on performance of the Contract.

##### 15.2 Legal expenses

The Client shall be responsible for all costs, charges and expenses including properly incurred legal fees and costs incurred by Intercom Dr. Leitner srl

- in recovering possession of the Plant; or
- in the collection of any sums which may be due and owing by the Client to Intercom Dr. Leitner srl under the Contract; and
- in the defence of any action brought against Intercom Dr. Leitner srl in respect of any costs, loss, damages or other expenses caused directly or indirectly by or in connection with the operation of the Plant to any person while the Plant is in the possession or under the control of the Client.

##### 15.3 Damages on Plant deteriorations due to non compliance with the terms of the Contract

If breakdown or damage occur to any of the Plant owing to

- failure by the Client to observe any terms of the Contract;
- negligence or misuse by the Client or its employees, servants or agents; or
- wilful or accidental damage however occurring;

the Client shall be liable to Intercom Dr. Leitner srl for the full cost of any repairs which Intercom Dr. Leitner srl shall deem necessary or desirable;

- the whole cost of replacement of such Plant if Intercom Dr. Leitner srl considers that such repairs would not be practicable or cost effective; and Intercom Dr. Leitner srl's hiring costs for the Plant

(A) while the Plant is idle owing to any such breakdown or damage and

(B) while repairs are being carried out (but without prejudice to Intercom Dr. Leitner srl's right to receive hiring costs in respect of the Contract).

##### 15.4 Instructions to Intercom Dr. Leitner srl operator(s)

The Client shall be fully responsible, in case of participation of Intercom Dr. Leitner srl's operator(s) in the operation of the Plant, and/or the loading or unloading of the Plant, for damages resulting from Client's instructions to Intercom Dr. Leitner srl's operator(s).

#### 16. Indemnities

##### 16.1 Indemnities against loss or damage

The Client shall be solely responsible for, and shall hold Intercom Dr. Leitner srl fully indemnified against, any loss or damage arising

- to or in connection with the Plant; or
- as a result of the use or situation of the Plant; or
- from any failure on the part of the Client to return any of the Plant on time at the termination of the Contract or agreed Service Period.

In each of the cases (a) to (c) however caused, the Client shall fully and completely indemnify Intercom Dr. Leitner srl in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with the use or situation of the Plant and in respect of all costs and charges in connection with it whether arising under statute or common law.

##### 16.2 Indemnities for violation of any applicable environmental laws, rules or regulations

In addition to its obligation under Clause 16.1 the Client shall indemnify Intercom Dr. Leitner srl and hold it harmless from and against any and all costs, fines, penalties, damages, assessments and/or expenses, levied, assessed, incurred or awarded by reason of any violation of any applicable environmental laws, rules or regulations in connection with the discharge, release and/or disposal of any hazardous materials or hazardous substances in the course of the operation, use, handling or transportation of the Plant.

##### 16.3 Intercom Dr. Leitner srl's negligence

The indemnities contained in Clauses 16.1 and 16.2 shall not apply to the extent that the loss, damage or injury arises from any negligence or wilful recklessness, on the part of Intercom Dr. Leitner srl or its employees, servants or agents.

#### 17. Price

All prices stated in the Contract are exclusive of Value Added Tax, which the Client shall pay in addition.

#### 18. Payment

##### 18.1 Payment term

Except if otherwise agreed in writing, invoices are due for payment in full upon receipt of invoice.

No discount for payment before the payment term will be granted.

#### 18.2 Payment means

Payment should be made by bank transfer. Checks are not accepted except different agreement between the parties.

#### 18.3 Interests for late payment

Intercom Dr. Leitner srl shall have the right to charge interests equal to three times the legal interest rate pursuant to art. 1284 Italian Civil Code on all overdue sums. Interests are due from the day following the payment term. Late payment shall disentitle the Client from any discount to which the Client might otherwise be entitled.

#### 19. Termination

##### 19.1 Default

Intercom Dr. Leitner srl may terminate the Contract with immediate effect by serving written notice of termination on the Client by registered letter if:

- the Client fails to make punctual payment of any sums due to Intercom Dr. Leitner srl, whether for hire of Plant under the Contract or otherwise; or
- the Client fails to observe and perform any of the terms and conditions of the Contract; or
- the Client goes on voluntary liquidation or ceases to carry on business or is unable to pay its debts as they fall due for payment or if the Client suffers any diligence, distress or execution to be used or levied against it or make or propose to make any arrangement (including but not limited to an individual voluntary arrangement or company voluntary arrangement) with its creditors; or
- the Client does or causes to be done or permits or suffers any act or thing whereby Intercom Dr. Leitner srl's rights in the Plant may be prejudiced or put into jeopardy; or
- a Force Majeure Event affects the Plant and/or the performance of all or any part of Intercom Dr. Leitner srl's services under the Contract for a continuous period of 14 days.

In addition, in case where the Client shall go into compulsory liquidation or has a receiver, administrator or administrative receiver appointed to the whole or any part of its assets and undertaking (including uncalled capital) or does or suffers the equivalent of any of the foregoing in any other jurisdiction, Intercom Dr. Leitner srl may also terminate the Contract, by serving written notice of termination on the Client by registered letter, in accordance and in compliance with articles 72 and followings of the Italian Bankruptcy Law.

Intercom Dr. Leitner srl will have the right to terminate the Contract even if it has waived some previous default or matter of the same or a similar nature or failed to serve a termination notice at a time when it was entitled to do so.

Intercom Dr. Leitner srl may then retake possession of the Plant within 14 calendar days and, to do so, enter into or upon any premises where it may be.

##### 19.2 Other rights of Intercom Dr. Leitner srl

The termination of the Contract under this Clause 19 shall not affect any other rights of Intercom Dr. Leitner srl existing as at the date of such termination or the right of Intercom Dr. Leitner srl to recover from the Client any monies due to Intercom Dr. Leitner srl under the Contract or damages for breach thereof.

##### 19.3 Enforceability

Intercom Dr. Leitner srl's rights to terminate the Contract shall be enforceable even if Intercom Dr. Leitner srl is itself in breach of the Contract.

##### 19.4 Breach of the Contract

If the Client is, or has been, in breach of the Contract it may not make any claim against Intercom Dr. Leitner srl (whether in contract, tort, negligence or otherwise) in respect of any action taken by Intercom Dr. Leitner srl in response to such breach by the Client, even if such action by Intercom Dr. Leitner srl may be in breach of the Contract.

#### 20. Contract general rules

##### 20.1 Headings

For the purposes of interpretation the paragraph headings contained herein shall be ignored.

##### 20.2 Confidentiality

All information obtained by one party concerning the operations of the other shall be confidential and shall not be divulged to third parties either during the period of this Contract or any time after it. Each party shall take the strictest possible steps to enforce this Clause and the aggrieved party has the right to take whatever action at law it deems necessary, including the immediate termination of this Contract, if it becomes aware of any breach of this Clause 20.2. For the avoidance of doubt, Clause 20.2 shall apply in particular to any drawings, specifications and other documents to which Intercom Dr. Leitner srl has granted the Client access.

##### 20.3 Precedence of each document

In the event of contradiction between the provisions of the documents forming the Contract, the precedence of each document over the others is defined by the order mentioned in the third paragraph of the recitals of the terms and conditions.

##### 20.4 Contract remains valid if some clauses are declared null and void

If any provision of the Contract is rendered void by legislation or declared void by court decree or order or is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the remaining provisions shall be severable and shall not thereby be altered and shall remain in full force and effect.

##### 20.5 Renunciation to clauses by Intercom Dr. Leitner srl not permanent

Any waiver, indulgence or forbearance by Intercom Dr. Leitner srl of any of the terms or rights contained herein shall not affect the enforceability of such terms or rights.

##### 20.6 Contract changes

No variation of the Contract shall be effective unless specifically agreed in writing by an authorised signatory of Intercom Dr. Leitner srl and of the Client.

##### 20.7 Assignment

The Client shall not assign the Contract or any part of it or any benefit or interest in or under it without the previous written agreement of Intercom Dr. Leitner srl. This consent will be in the absolute discretion of Intercom Dr. Leitner srl and will be given in exceptional circumstances.

20.8 Court with jurisdiction

As regards any dispute arising out of the interpretation or performance of this Contract, the court of Bolzano shall be exclusively competent.

20.9 Governing law

The ruling law of the Contract and of the relationship of the parties thereto arising out of it shall be Italian Law.

20.10 Intellectual property rights

1.1 No provision of the Contract may be interpreted as granting the Client a license to use any intellectual property rights covering or embodied in the Plant.

1.2 If, at any time during the Service Period, a claim is asserted or an action is commenced by a third party against the Client in which it is alleged that any of the Plant hired by the Client from Intercom Dr. Leitner srl infringes upon the intellectual property rights of such third party, then the Client against whom the claim is asserted or the action is commenced shall promptly notify Intercom Dr. Leitner srl.

If, at any time during the Service Period, the Client learns of any infringement by a third party of any intellectual property rights of Intercom Dr. Leitner srl, it shall promptly notify Intercom Dr. Leitner srl. If Intercom Dr. Leitner srl institutes proceedings against the infringing party, the Client shall assist Intercom Dr. Leitner srl in any such proceedings at Intercom Dr. Leitner srl's expense, if so requested by the latter.

Intercom Dr. Leitner srl

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company seal \_\_\_\_\_

Client

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company seal \_\_\_\_\_

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Client expressly acknowledges and accepts the following clauses of this Contract: 3.1 Service Period; 3.2 Early termination by the Client; 3.3 Extension of Service Period; 4.1 Exclusion of property transfer; 4.2 Change of Site; 4.3 Access; 4.4 Rehiring; 5.1 Responsibility of the Client; 5.2 No use of defective Plant; 5.3 Intercom Dr. Leitner srl operator; 6.1 Recall; 6.2 Maintenance/service; 6.3 Maintenance outside Normal Working Hours; 6.4 Information on change of running mode; 6.5 Rent fees during maintenance; 7.1 Information by Client; 7.2 Cost borne by Intercom Dr. Leitner srl; 7.3 Cost borne by the Client; 7.4 Termination if repair or replacement not possible; 8.1 Inward and outward transportation; 8.2 Transportation for repair or replacement; 8.3 Delivery time; 8.4 Loading and unloading; 9. Receipt; 10. Commissioning, decommissioning; 11.3 Fuel, oil, lubricants and coolants; 11.4 Daily check by Client; 11.5 Connections to mains; 11.6 Work at height; 12.1 Restitution at the end of the Service Period; 12.2 Return note; 12.3 State of Plant; 12.4 Delay of return; 13.1 Client responsible for insurance; 13.2 Insurance certificate; 13.3 Insurance obligation waiver; 13.4 Client's obligations; 13.5 Information on loss or damage; 13.6 Information on accident; 14. Intercom Dr. Leitner srl liability limitation; 14.1 Information and advice; 14.2 Consequential loss; 14.4 Intercom Dr. Leitner srl's liability; 14.5 Exclusion of Warranty; 14.6 Limitation of liability; 14.7 Force majeure; 14.8 Limitation on claims; 15.1 Cancellation fee; 15.2 Legal expenses; 15.3 Damages on Plant deteriorations due to non compliance with best practices; 15.4 Instructions to Intercom Dr. Leitner srl operator(s); 16.1 Indemnities against loss or damage; 16.2 Indemnities for violation of any applicable environmental laws, rules or regulations; 16.3 Intercom Dr. Leitner srl's negligence; 18.3 Interests for late payment; 19.1 Default; 19.2 Other rights of Intercom Dr. Leitner srl; 19.3 Enforceability; 19.4 Breach of the Contract; 20.2 Confidentiality; 20.4 Contract remains valid if some clauses are declared null and void; 20.5 Renunciation to clauses by Intercom Dr. Leitner srl not permanent; 20.6 Contract changes; 20.7 Assignment; 20.8 Court with jurisdiction; 20.9 Governing law; 20.10 Intellectual property rights.

For acknowledgment and acceptance

Client

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company seal \_\_\_\_\_