General Terms and Conditions of Sale

FLY SOLARTECH SOLUTIONS S.r.l. – P.zza C. Cattaneo 6, 33038 San Daniele del Friuli (UD), Italy – VAT IT02685810307 – Rev. 2026 – English translation: in case of discrepancy the Italian text prevails (art. 20.5)

Art. 1 – Scope and definitions

1.1 These General Terms and Conditions of Sale ("GTC") govern all sales of products ("Products") by FLY SOLARTECH SOLUTIONS S.r.l., with registered office at P.zza C. Cattaneo 6, 33038 San Daniele del Friuli (UD), Italy, VAT no. IT02685810307 ("FLY"), to any buyer ("Customer").

1.2 The GTC are drafted for Customers acting in the course of a business or profession. If the Customer is a consumer within the meaning of Italian Legislative Decree 206/2005 (Consumer Code), the mandatory provisions of the Consumer Code apply in any case, including the 24-month legal guarantee of conformity and, where applicable, the right of withdrawal. Clauses of the GTC incompatible with those provisions do not apply to consumers.

1.3 The GTC prevail over any terms of the Customer contained in orders, specifications, purchase conditions or correspondence. Such terms are excluded even if FLY does not expressly object to them. Derogations are valid only if accepted in writing by FLY and only for the individual order. Special terms written in the Order Confirmation prevail over the GTC.

1.4 The GTC also apply to any change to the order and to any subsequent supply, without the need for a new reference. The version in force on the date of the order, published at www.flysolartechsolutions.com, applies.

1.5 Definitions:

- "Offer": FLY's commercial proposal or pro forma invoice;
- "Order Confirmation": FLY's document signed by the Customer;
- "Contract": the Order Confirmation together with the GTC;
- "Custom Products": Products made or modified according to the Customer's specification, drawing or request;
- "Goods Ready Notice": the notice by which FLY informs the Customer that the Products are available.

1.6 All time limits expressed in days in the GTC and in FLY's documents are calendar days, unless expressly stated otherwise.

Art. 2 – Offers, orders and conclusion of the contract

2.1 FLY's Offers are not binding, are subject to prior sale and remain valid for 15 calendar days from their date, unless otherwise stated.

2.2 Pursuant to art. 1326 of the Italian Civil Code, the Contract is concluded when FLY receives the Order Confirmation signed by the Customer in all its parts. Together with it, FLY must receive these GTC, also signed for the specific approval of the clauses listed at the end. The Contract is concluded at FLY's registered office.

2.2-bis Once signed by the Customer, including the specific approval of the clauses listed at the end, these GTC govern all subsequent supplies between FLY and the Customer, without the need to sign them again for each order. The signature of each Order Confirmation constitutes reference to and acceptance of the GTC in the signed version.

2.3 If a down payment is provided for, the Contract takes effect only when FLY receives it within the stated terms. Until then FLY is not required to start procurement or production, and delivery times do not run.

2.4 The down payment is paid as a confirmatory deposit (caparra confirmatoria) pursuant to art. 1385 of the Italian Civil Code and, upon due performance, is credited against the price.

2.5 The Customer warrants the accuracy of the data provided: company name, VAT number, e-invoicing code, certified e-mail (PEC), addresses, destination and nature of the supply. The consequences of incorrect or incomplete data are borne by the Customer.

2.6 If the Customer requests a reduced VAT rate or a special VAT regime, it must provide the required documentation before invoicing. The Customer bears full responsibility for tax, penalties and interest arising from untrue declarations and holds FLY harmless.

2.7 Unless otherwise stated in the pro forma invoice, the Products are deemed not to be of Italian origin. Catalogues, datasheets, photographs and drawings are indicative. FLY may make changes that do not substantially alter function and performance.

Art. 3 – Changes and cancellation of the order

3.1 Once the Contract is concluded, the Customer may not cancel it or withdraw from it. Any change is valid only if accepted in writing by FLY, which may make it subject to changes in price and terms. Changes include those to quantities, characteristics, timing, destination, invoice addressee and paying party. Failing agreement, the original Contract remains binding.

3.2 If FLY accepts in writing a total or partial cancellation, the Customer must pay:

- a) for standard Products, a penalty of 15% of the cancelled value, in any case not less than the down payment made;
- b) for Custom Products and for Products already purchased, produced or in production for the Customer, the full price;
- c) in any case, the documented costs already incurred by FLY towards third parties.

FLY may set off what it has already received. Compensation for further damage remains reserved (art. 1382 of the Italian Civil Code).

3.3 FLY may change or replace items or brands for production, procurement or technical reasons not attributable to FLY, with Products of equivalent or higher characteristics, informing the Customer. If no equivalent is available, FLY may cancel the relevant part of the order. In that case it refunds what it received for that part, without further obligations.

Art. 4 – Prices

4.1 Prices are in euro, excluding VAT, ex FLY warehouse (FCA FLY premises, Incoterms® 2020), with standard packaging. Unless stated in the Order Confirmation, the following are excluded: transport, insurance, special packaging, unloading, installation, commissioning, end-of-life charges (art. 13), duties and other charges.

4.2 Transport, if requested, is subject to a separate offer.

4.3 FLY may adjust prices for deliveries scheduled more than 90 calendar days after the conclusion of the Contract or delayed for reasons attributable to the Customer. The adjustment reflects documented changes of more than 10% occurring after the Offer in the costs of raw materials (cells, glass, aluminium, steel, copper, electronic components, batteries), energy, transport or exchange rates. If the total increase exceeds 20% of the price, the Customer may withdraw within 5 calendar days of the notice, without penalty, for the part not yet delivered. Payment for Custom Products already in production remains due.

Art. 5 – Payment

5.1 Payment shall be made in the manner and within the terms stated in the Order Confirmation, exclusively to the bank account indicated by FLY in its own documents. If nothing is stated, payment is due in advance. FLY is not liable for payments made to different accounts, even if indicated in communications apparently originating from FLY. In case of a change of bank account, the Customer shall verify it by telephone with FLY before paying.

5.2 Payment terms are of the essence. Payment is deemed made only when credited to FLY's account.

5.3 In case of late payment, late-payment interest under Italian Legislative Decree 231/2002 (implementing Directive 2011/7/EU) accrues automatically, without the need for formal notice. A flat-rate compensation of EUR 40 per invoice and any further recovery costs are added.

5.4 Late or non-payment, even partial, of any invoice entitles FLY to:

- a) suspend deliveries and the performance of all contracts in progress with the Customer;
- b) demand immediate payment of all sums due, even if not yet due, with the Customer losing the benefit of the term;
- c) make further supplies subject to advance payment or security.

5.5 The Customer may not suspend or delay payments, nor set them off against claims against FLY, on account of disputes, complaints or defects, even if notified (art. 1462 of the Italian Civil Code). Claims acknowledged in writing by FLY or established by a final judgment are excepted.

5.6 After the conclusion of the Contract, circumstances may arise which, in FLY's judgment, cast doubt on the Customer's solvency. Examples are protested bills, adverse records, a worsening credit rating, delays on other contracts or refusal of trade credit insurance cover. In such cases FLY may suspend performance pursuant to art. 1461 of the Italian Civil Code until the Customer pays in advance or provides adequate security, such as a first-demand bank guarantee.

5.7 FLY may assign to third parties the receivables arising from the Contract, including by factoring or assignment with or without recourse. The Customer hereby gives its consent.

5.8 Discounts and favourable terms apply only if payment is made on time. In case of delay, FLY may invoice the difference.

Art. 6 – Paying party, invoice addressee and public procurement

6.1 The Customer is the sole party obliged to pay and invoices are addressed to the Customer. Payments by third parties, changes of invoice addressee and splitting of invoicing between several parties require FLY's prior written consent, which FLY may refuse without giving reasons.

6.2 If FLY accepts payment by a third party, the third party pays in the name and on behalf of the Customer. The Customer remains jointly and severally liable until full payment is received. Payment by the third party does not give it any rights over the Products or make it a party to the Contract.

6.3 By signing the Order Confirmation the Customer declares that:

- a) it is not a public administration nor an entity subject to the Italian split payment regime (art. 17-ter of Presidential Decree 633/1972);
- b) unless otherwise declared in writing in the Order Confirmation, the supply is not a subcontract or sub-supply under a public contract subject to the obligations on traceability of financial flows (Italian Law 136/2010) or other public-law obligations.

6.4 If the supply is intended for a public contract, the Customer shall declare this before the order, stating the contracting authority, CIG and CUP codes. FLY may refuse the order or accept it on different terms. FLY is not required to accept invoicing to public administrations or entities subject to split payment. Nor is it required to provide documents beyond those provided for in the Contract, such as DURC (social security compliance certificate), anti-mafia declarations or certifications.

6.5 The declarations in clauses 6.3 and 6.4 are essential. FLY may terminate the Contract pursuant to art. 17 if they prove untrue or if the Customer later requests different invoicing or payment arrangements. In that case FLY retains the deposit and may claim damages, including higher tax and financial costs.

Art. 7 – Goods ready, collection and storage

7.1 FLY sends the Customer the Goods Ready Notice by e-mail or PEC. Unless otherwise agreed, the balance is due within 7 calendar days of the Notice. Delivery or collection takes place only after receipt of the balance and of any other overdue amounts.

7.2 The Customer shall collect, or have collected, the Products within 10 calendar days of the Goods Ready Notice. From the eleventh day:

- a) the risk of loss and deterioration passes to the Customer;
- b) the Products remain stored at FLY at the Customer's risk and expense, against a storage fee of 0.5% of the value of the goods per week or part thereof, plus handling and insurance costs;
- c) FLY may issue the invoice for the balance.

7.3 If the balance is not paid or the Products are not collected within 30 calendar days of the Goods Ready Notice, FLY may, after formal notice by PEC, choose to:

- a) terminate the Contract pursuant to art. 17, retain the deposit and claim damages;
- b) store the Products and sell them on behalf and at the expense of the Customer pursuant to arts. 1514 and 1515 of the Italian Civil Code, retaining the amounts due, without prejudice to further damage.

7.4 FLY may make available and invoice partial deliveries. Each partial delivery is independent for payment and warranty purposes.

Art. 8 – Delivery, transport and passing of risk

8.1 Delivery times are indicative. They run from the conclusion of the Contract under art. 2 and from the time FLY has all technical data, approvals and payments due. They are extended in case of delays by the Customer, requested variations, force majeure or delays by FLY's suppliers.

8.2 Late delivery does not entitle the Customer to terminate the Contract, refuse the goods, apply penalties or obtain damages. If the delay attributable to FLY exceeds 90 calendar days from the stated date, the Customer may set a further period of 30 calendar days by PEC. Once this has also expired, the Customer may withdraw for the undelivered part and obtain a refund of the sums paid for it, without any other compensation. Penalties provided for in contracts between the Customer and third parties, including public contracting authorities, cannot be enforced against FLY.

8.3 Unless otherwise agreed in writing, delivery is FCA FLY warehouse (Incoterms® 2020). Risk passes to the Customer upon delivery to the Customer or to the carrier (art. 1510 of the Italian Civil Code), even if transport is arranged by FLY, or in any case at the deadline in art. 7.2.

8.4 The Customer warrants that the place of delivery is accessible to heavy vehicles. Unless otherwise agreed, unloading is at its expense and risk. Waiting times, storage and redelivery attributable to the Customer are charged to the Customer.

Art. 9 – Retention of title

9.1 Pursuant to arts. 1523 et seq. of the Italian Civil Code, ownership of the Products passes to the Customer only upon full payment of the price and of all ancillary amounts. Risk passes to the Customer in accordance with art. 8.

9.2 Until full payment the Customer shall:

- a) keep the Products with due care, separate and identifiable, and insure them against loss;
- b) not pledge them or give them as security;
- c) immediately inform FLY by PEC of any attachment, seizure or other third-party claim, and notify third parties that ownership belongs to FLY;
- d) allow FLY to inspect the Products.

9.3 Before full payment the Customer may resell or install the Products in the ordinary course of business only with FLY's written consent. In that case the Customer hereby assigns to FLY, by way of security, its receivables against its own buyers or clients arising from the resale or installation of the Products, up to the amount owed to FLY.

9.4 In case of termination for the Customer's breach, FLY may repossess the Products. FLY retains the sums paid and the deposit as compensation for use and depreciation, without prejudice to further damage (art. 1526 of the Italian Civil Code).

9.5 To make the retention of title enforceable against the Customer's creditors (art. 1524 of the Italian Civil Code), the Contract is concluded or confirmed by means that establish a certain date, for example by PEC.

Art. 10 – Inspection of goods and complaints

10.1 Upon delivery the Customer shall check the number and integrity of the packages and their correspondence with the transport document. Visible damage and missing or tampered packages must be noted on the transport document with the wording "goods accepted with reservation" and a brief description of the damage, documented with photos. The complaint must be sent to FLY in writing within 48 hours of delivery, failing which the right is forfeited. Without a specific reservation the goods are deemed received intact.

10.2 Differences in quantity or type compared with the order must be notified by e-mail or PEC within 8 calendar days of receipt and in any case before any use or installation, failing which the right is forfeited.

10.3 Defects that cannot be detected with ordinary diligence must be notified in writing within 8 calendar days of discovery and in any case within the warranty period, failing which the right is forfeited. The notice must be accompanied by documentation: photos, serial numbers, transport document, installation report, measurements.

10.4 The Customer shall keep the disputed Products and make them available to FLY for inspection. No return is accepted without FLY's written authorisation (RMA). Authorised returns must be shipped within 10 calendar days of authorisation, in the original packaging, at the Customer's risk and expense.

10.5 FLY may, at its discretion, accept the return of conforming Products, with a charge of 20% of the net price plus transport and restocking. Returns of Custom Products, batteries and Products that have been installed, used or are not intact are never accepted.

10.6 Credit notes, even partial, are issued only after FLY's written authorisation and inspection of the returned Products.

Art. 11 – Warranty

11.1 FLY warrants that the Products are free from defects in material and workmanship for 12 months from delivery if the Customer acts in the course of a business or profession, and for 24 months if the Customer is a consumer, unless a different period is stated in the Product datasheet or warranty certificate. For third-party Products, FLY passes on to the Customer the manufacturer's warranty, within its limits and conditions. Performance or durability warranties apply only if expressly given in writing and under the conditions of the relevant certificate.

11.2 If FLY acknowledges a defect, it shall, at its option, repair or replace the Product, reduce its price or refund the price of the defective Product only. These remedies are exclusive and replace the statutory warranty (arts. 1490 et seq. of the Italian Civil Code), subject to mandatory legal limits and, for consumers, the rights under the Consumer Code.

11.3 Unless otherwise agreed in writing, the warranty excludes the costs of removal and reinstallation, lifting and site equipment, site access, transport, travel and labour of the Customer or third parties.

11.4 The warranty does not apply if the defect results from:

- installation, connection or commissioning not in accordance with manuals, datasheets and good workmanship;
- improper storage or handling;
- use outside the specifications, for example voltages, temperatures, mechanical loads, shading or undeclared corrosive environments;
- unauthorised modifications or repairs;
- combination with components not supplied or approved by FLY;
- weather or natural events exceeding the design values, lightning, overvoltage, vandalism;
- normal wear and performance degradation within datasheet limits, in particular for batteries (cycles, depth of discharge, temperatures) and photovoltaic modules (declared annual degradation);
- non-payment of the price.

11.5 The performance stated in the datasheets is measured under standard conditions (e.g. STC) and with the stated tolerances. Field performance depends on design, orientation, irradiance, temperatures and installation, for which FLY is not liable. Simulations and estimates of autonomy or yield provided by FLY are indicative and do not constitute a warranty.

11.6 Repair or replacement does not extend the warranty of the Product. The replaced component remains covered for the remaining warranty period.

Art. 12 – Limitation of liability, compliance and installation

12.1 FLY's total liability for any cause relating to the Contract shall not exceed the price paid for the individual Product that caused the damage. Cases of wilful misconduct or gross negligence (art. 1229 of the Italian Civil Code) and mandatory product liability rules (Italian Legislative Decree 206/2005) are excepted.

12.2 With the same exceptions, FLY is not liable for indirect or consequential damage. Examples are loss of energy production, loss of savings, loss of incentives or grants, plant downtime, loss of profit, damage to reputation, and penalties or claims of third parties against the Customer, including public contracting authorities.

12.3 FLY warrants only that the Products, when placed on the market in the European Union, comply with the EU legislation applicable to such placing on the market. FLY does not warrant compliance of the Products with national, regional, municipal, sector-specific or tender standards, regulations, certifications, specifications, minimum environmental criteria (CAM) or technical requirements relating to installation or use. Requirements expressly referred to and accepted in writing in the Order Confirmation are excepted.

12.3-bis The Customer is solely responsible for verifying, before ordering, that the Products purchased have all the certifications, approvals, declarations and markings required for the intended application, place of installation and use, including those required by clients, specifications, tenders, incentive schemes, insurers or authorities. The only certifications available are those stated in the Product datasheet or expressly referred to in the Order Confirmation. The absence of certifications not so stated is not a defect or lack of conformity and does not give rise to termination, returns, price reductions or damages.

12.4 Unless FLY has been engaged in writing, the Customer assumes full and exclusive responsibility for:

- a) verifying, before installation, use or resale, that the Products are suitable for the application and comply with local requirements;
- b) having installation and connections carried out by qualified installers in accordance with the applicable rules (in Italy, Ministerial Decree 37/2008) and the manuals;
- c) system design, electrical and lighting sizing, structural and geotechnical checks of poles, foundations and supports (including wind and snow loads under the applicable building codes), permits and grid connection.

12.5 The Customer holds FLY harmless from damage, penalties and costs arising from breach of this article or from use of the Products not in accordance with manuals and datasheets. The Customer shall pass on to its own buyers the warnings, manuals and limitations received from FLY.

12.6 Technical assistance, application advice and design indications provided free of charge by FLY are given as a courtesy and do not entail any assumption of design responsibility.

Art. 13 – WEEE, batteries and end-of-life management

13.1 When acting as a producer of electrical and electronic equipment (EEE) or batteries under Italian Legislative Decree 49/2014, Regulation (EU) 2023/1542 and Italian Legislative Decree 29/2026, FLY is registered in the required registers. It fulfils its extended producer responsibility obligations through the compliance schemes it belongs to, as stated in the sales documents

(Italian EEE Register no.: IT24100000016464; Italian Batteries and Accumulators Register no.: IT24100P00009966; compliance scheme: PVCycle).

13.2 The price does not include any service or charge relating to the end of life of the Products. Removal, collection on site, storage, transport, treatment, recovery and disposal of WEEE and waste batteries, as well as any environmental contributions, are therefore excluded. Such services and contributions are borne by FLY only if, and to the extent that, they are expressly stated as a separate item in the Order Confirmation and in the invoice.

13.3 For professional equipment for which the law allows agreements between the producer and users other than private households (art. 24(3) of Italian Legislative Decree 49/2014), the parties agree as follows. The financing and organisation of collection, transport, proper treatment, recovery and disposal of WEEE deriving from the Products are borne by the Customer. The Customer shall arrange them through authorised operators and in compliance with the law. If the Customer resells or installs the Products for third parties, it undertakes to pass this obligation on to its own buyers or clients by a clause of equivalent content. Failing that, it is directly liable to FLY.

13.4 For certain Products the law places the financing of end-of-life management on the producer, regardless of any contrary agreement. These are in particular photovoltaic modules (art. 24-bis of Italian Legislative Decree 49/2014), lighting equipment (art. 23(4) of Italian Legislative Decree 49/2014) and batteries (Regulation (EU) 2023/1542). For these Products the financing is fulfilled by the producer through the relevant compliance scheme. Unless stated in the invoice, the following remain in any case borne by the Customer or the final holder:

- removal from the site and site operations;
- transport to the collection point designated by the scheme;
- any cost not covered by the scheme.

The Customer shall follow the procedures of the compliance scheme communicated by FLY.

13.5 In the cases provided for by art. 11 of Italian Legislative Decree 49/2014, the free “one-for-one” take-back of equivalent used equipment takes place at FLY’s premises. The Customer shall request it in writing when ordering the new equivalent Product, stating type, quantity and weight.

13.6 If FLY shows an environmental contribution as a separate item in the invoice, the amount corresponds to that set by the compliance scheme and is not subject to discounts.

13.7 The Customer holds FLY harmless from penalties, costs and third-party claims arising from breach of this article by the Customer or its successors in title.

Art. 14 – Custom Products

14.1 For Custom Products the Customer approves in writing the drawings, specifications and samples prepared by FLY. Approval is binding. FLY is liable only for conformity with what was approved, within the stated tolerances or, failing these, within customary industry tolerances.

14.2 The Customer is responsible for the accuracy and completeness of the data, dimensions and requirements provided, and for the suitability of the specifications for the intended use. The costs and time of changes after approval are borne by the Customer.

14.3 Orders for Custom Products cannot be cancelled. Prototypes and samples are invoiced, unless otherwise agreed.

14.4 The Customer warrants that the specifications, drawings and trademarks it provides do not infringe third-party rights and holds FLY harmless from any related claim.

14.5 For Custom Products FLY may deliver quantities differing from those ordered by ±5%, invoicing the quantities actually delivered.

14.6 Custom Products are made to the Customer’s specification and are not subject to specific product certifications or type tests, unless these are expressly stated and quoted in the Order Confirmation. By way of example, they are not covered by certifications under IEC/EN standards for photovoltaic modules (e.g. IEC 61215 and IEC 61730), by reaction-to-fire or fire-resistance classifications, by sector certifications (marine, railway, construction) or by other requirements for incentives, tenders or permits. FLY warrants that Custom Products meet the essential safety requirements of the EU legislation applicable for CE marking, where required (e.g. Low Voltage Directive 2014/35/EU, EMC Directive 2014/30/EU, RoHS Directive 2011/65/EU).

14.7 Before ordering, the Customer shall verify whether the application, place of installation, client or local regulations require further certifications. If so, the Customer shall state them in writing before the order and the related costs and time are borne by the Customer. Otherwise, FLY is not liable for the impossibility of installing or using the Custom Products, nor for the loss of incentives or grants due to the absence of such certifications.

Art. 15 – Force majeure

15.1 FLY is not liable for non-performance or delays due to events beyond its reasonable control. These include:

- natural disasters, epidemics, wars, acts of terrorism;
- sanctions, embargoes and measures of authorities;
- strikes, including company strikes;
- interruptions of energy or transport, fires, breakdowns of production plants;
- unavailability or delays of raw materials and components at suppliers;
- extraordinary cost increases making performance excessively onerous.

15.2 During the event FLY's obligations are suspended and time limits extended. If the event lasts more than 120 calendar days, either party may withdraw for the unperformed part, without further compensation. FLY refunds the sums paid for that part, less the costs incurred for Custom Products.

15.3 Force majeure does not suspend the Customer's obligation to pay for Products already delivered or made available.

Art. 16 – Intellectual property and confidentiality

16.1 FLY's designs, drawings, datasheets, software, technical documentation, know-how and construction solutions remain its exclusive property, even if developed for Custom Products. The Customer shall not reproduce them, disclose them to third parties or use them to have the Products manufactured by others.

16.2 The Customer shall not reverse engineer the Products or remove trademarks, labels, serial numbers or markings.

16.3 Technical and commercial information received (prices, terms, specifications) is confidential for the duration of the relationship and for the following 5 years.

16.4 Unless the Customer objects in writing, FLY may name it as a reference and show the installation.

Art. 17 – Termination, suspension and assignment

17.1 FLY may terminate the Contract by operation of law pursuant to art. 1456 of the Italian Civil Code, by notice sent by PEC, in the following cases:

- a) failure to pay the down payment, the balance or any instalment when due;
- b) failure to collect the Products within the terms of art. 7.3;
- c) breach of the obligations under arts. 6.3–6.5, 9, 16 or 18;
- d) untrue declarations by the Customer relevant for tax purposes, the paying party or the destination of the Products.

17.2 FLY may also terminate or suspend the Contract if the Customer is placed in liquidation or subjected to insolvency or enforcement proceedings, or in the cases of art. 5.6, within the limits permitted by the Italian Business Crisis and Insolvency Code (Legislative Decree 14/2019).

17.3 In case of termination for the Customer's breach, FLY retains the deposit (art. 1385 of the Italian Civil Code) or, at its option, claims full compensation for damage. Damage includes the costs for Custom Products and the lower proceeds from resale of the Products. All sums owed by the Customer become immediately payable.

17.4 The Customer may not assign the Contract or the rights arising from it without FLY's written consent.

Art. 18 – Sanctions and export

18.1 The Customer complies with EU and national legislation on restrictive measures and export. It shall not sell, export or re-export the Products, directly or indirectly, to the Russian Federation, Belarus or other prohibited countries, persons or uses, nor for use in such countries (art. 12g of Regulation (EU) 833/2014, where applicable).

18.2 Breach of this article is a material breach. FLY may terminate the Contract pursuant to art. 17, without prejudice to compensation for damage.

Art. 19 – Personal data

19.1 FLY processes as controller the personal data of the Customer's contact persons and employees, in accordance with Regulation (EU) 2016/679 (GDPR). The purposes are performance of the Contract, legal obligations, credit management and protection of its rights, as set out in the privacy notice available at www.flysolartechsolutions.com or on request.

19.2 The Customer warrants that it has informed its contact persons of this processing.

Art. 20 – Governing law, jurisdiction and final provisions

20.1 The Contract is governed by Italian law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is excluded.

20.2 The court of Udine (Italy) has exclusive jurisdiction over any dispute relating to the Contract. FLY may nevertheless bring proceedings before the courts of the Customer's domicile.

20.3 Relevant communications, such as complaints, formal notices, termination and withdrawal, must be sent by PEC to the addresses stated in the Order Confirmation or, if the Customer has no PEC, by e-mail with read receipt.

20.4 The nullity or ineffectiveness of any clause does not affect the others. FLY's tolerance of breaches by the Customer does not constitute a waiver of its rights.

20.5 These GTC are drawn up in Italian; this English text is a translation and in case of discrepancy the Italian text prevails. The Customer declares that it has read and understood them.

20.6 The parties fully recognise the validity of signing the Order Confirmation and the GTC, including the specific approvals under arts. 1341 and 1342 of the Italian Civil Code, by electronic signature applied through the signature platform used by FLY or by qualified digital signature.

Signature

Place and date: _____

Stamp and signature of the Customer (legal representative): _____

Specific approval of clauses (arts. 1341 and 1342 of the Italian Civil Code)

Pursuant to arts. 1341 and 1342 of the Italian Civil Code, the Customer declares that it has read and specifically approves the following clauses:

- art. 1.3 (precedence of the GTC over the Customer's terms);
- art. 2.2-bis (GTC apply to all subsequent supplies);
- arts. 2.3 and 2.4 (effectiveness subject to down payment; confirmatory deposit);
- art. 3 (no cancellation, penalty, changes and replacements);
- art. 4.3 (price adjustment);
- arts. 5.4, 5.5, 5.6 and 5.7 (suspension of supplies, loss of the benefit of the term, prohibition of withholding payments and set-off, suspension for insolvency risk, assignment of receivables);
- art. 6 (paying party, Customer declarations, right to refuse invoicing to public administrations);
- art. 7 (storage, storage fees, sale on behalf of the Customer, termination);
- arts. 8.1, 8.2 and 8.3 (indicative delivery times, exclusion of penalties and damages for delay, passing of risk);
- art. 9 (retention of title and assignment of receivables by way of security);
- art. 10 (time limits for complaints, return conditions);
- art. 11 (warranty limitations and exclusion of the statutory warranty);
- art. 12 (limitation of liability, exclusion of local compliance warranties, Customer's duty to verify required certifications, indemnity);
- arts. 13.2, 13.3, 13.4 and 13.7 (end-of-life charges borne by the Customer, indemnity);
- art. 14 (Custom Products, non-cancellation, tolerances, absence of specific certifications, Customer's duty to verify);
- art. 15 (force majeure and withdrawal);
- art. 17 (express termination clause, suspension, prohibition of assignment of the contract);
- arts. 20.1 and 20.2 (governing law, exclusion of the Vienna Convention, exclusive jurisdiction of the court of Udine).

Stamp and signature of the Customer (legal representative): _____