



# VISA S.p.A. - GENERATING SETS and POWER SOLUTIONS

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DSB20-03 - General Lease Conditions - EN - SAP 125000000376-001-00 of 01.03.2023

### Art.1) Definitions and introductory notes

1. For the purposes of this agreement (hereinafter, "Agreement"), the following definitions shall apply: "Agreement" shall mean, collectively, both the Special and the General Conditions; "Property" and/or "Plant" and/or "Product": shall mean the goods leased as better identified in the Special Lease Conditions; "Lessor": shall mean the company "Visa Spa", with registered office at no. 55 via I° Maggio, Fontanelle (Treviso), Italy; "Lessee": shall mean the Client; "Parties": shall mean, respectively, the Lessor and the Lessee; "Party": shall mean either the Lessor or the Lessee; "User and maintenance manual": shall mean the User and maintenance manual for the Property.

1.2. These General Lease Conditions, together with the Special Conditions enclosed at the bottom of the delivery record (hereinafter "Delivery Record"), cumulatively govern the lease relationship between the Parties concerning the Product specified in the Special Conditions.

1.3 Any invalid provision of the present General Conditions shall not affect the validity of the Contract itself. In case of an invalid provision contained in the General Conditions, the Contract will remain in force and the invalid provision shall be deemed as never been contained herein

1.4. These Special and General Conditions represent the agreement reached between the Parties and they annul and supersede any other agreement previously existing between the same, either written or verbal

1.5 Any amendment or addition to these Special and General Conditions shall be stipulated in writing between the Parties.

1.6 The circumstance that either Party should abstain, even repeatedly, from demanding the full performance of this Agreement from the other Party shall not be considered as renunciation, by the former, to the full exercise of the rights arising from the same Agreement.

### Art.2) Subject Matter of the Agreement - Property identification plate

2.1. The Lessor grants a lease to the Lessee, who accepts, concerning the Property described in detail in the Special Conditions, in accordance with the terms and conditions of this Agreement. At the time that the Lessee takes delivery of the Product, the Lessor shall hand over to the Lessee the User and maintenance manual and all necessary documents relating to the leased Property.

2.2. The Lessee declares and acknowledges that the leased Property has been viewed and found suitable for the Lessee's needs and for the use for which it is being rented. The Lessee undertakes to pay all and any taxes and charges relating to the Property, as well as to comply with the requested authorizations for installation and use of the Property from the competent entities, depending on the intended use of the Property, expressly exempting the Lessor in that regard.

2.3. The Lessee acknowledges the excellent state of maintenance of the Product and undertakes to return it in the same state in which it has been received, except for normal wear and tear. It is provided that the good state of repair of the Property shall be assumed; unless written reservations or qualifications are raised upon, the Lessee's taking delivery of the same.

2.4. The Lessee undertakes, throughout the duration of the Agreement, to keep all data reported in the Product identification plate perfectly legible (including, *inter alia*, the specification that the Property belongs entirely and absolutely to the Lessor) and not to remove or alter the Lessor's descriptive symbols and labels affixed on the Property. Should such data become illegible, the Lessee shall however proceed to replace the plate.

### Art.3) Duration of the lease

3.1. The Lease duration is indicated in the Special Conditions; any early return shall imply a review of the lease rate in inverse proportion.

3.2. The date set for the restitution of the Property indicated in the Special Conditions shall be intended as a deadline; any changes must be previously agreed upon and authorized by the Lessor in writing and, however, the Lessee shall be charged a proportional increase of the rent. At any rate, notwithstanding the provisions of Art. 1597 It. Civil Code, the lease renewal shall always take place by a written agreement between the Parties. Therefore, any failure to comply with the terms of restitution of the Property as stipulated in the Special Conditions, even if tolerated and not promptly contested by the Lessor, shall not imply renewal of the Lease.

### Art.4) Delivery - Restitution of the Leased Property

4.1. Unless it has been stipulated in the Special Conditions that the transport be made by the Lessor, the Lessee shall be bound to withdraw the Property at its own risk, care and cost, on the day and at the time that the same is made available at the Lessor's premises; all costs and indemnities deriving from any delay in taking delivery of the Property shall be borne by the Lessee. The Lessee shall return the Property on the day and at the time indicated in the Special Conditions, still at the Lessor's premises, at its own risk, care and cost.

4.2. Taking Delivery and restitution of the Property shall be at the cost and care of the Lessee, on the day and at the time indicated [in the] Special Conditions. At any rate, the same may take place only on working days, Monday to Friday, 8.00 to 12.00 a.m. and 01.30 to 05.30 p.m. at the Lessor's premises.

4.3. The taking delivery and restitution of the Property shall always be intended Ex Works Lessor in Fontanelle (TV), even though the Lessor provides accessory services such as transport and/or installation of the Property at the place agreed upon with the Lessee. In any event, the Property shall be received and returned with the tank in fuel reserve condition, unless otherwise stipulated by the Parties in the Special Conditions. Any excess of fuel remaining at the time of the restitution shall not be refunded by the Lessor.

### Art.5) Assembly - installation

5.1. Unless otherwise stipulated in the Special Conditions, assembly, installation and set up of the Property shall be at the care and cost and under the sole liability of the Lessee.

5.2. Likewise, all costs for dismantling the Property shall be borne by the Lessee.

5.3. It is provided that the Property is intended for a fixed use, as better specified in the Special Conditions, and it is not to be considered as either self-propelled or portable in the meaning of Directive 2000/14/EC and subsequent amendments which, therefore, shall not apply.

5.4. The Lessee may move the Property from the installation place indicated in the Special Conditions only upon a written consent from the Lessor.

### Art. 6) Lease rent and methods of payment

6.1. The lease rent shall be agreed upon between the Parties and indicated in the Special Conditions. They shall indicate, in particular, the daily rate intended for a maximum of 10 hours/day work; any working hours in excess used by the Lessee shall be charged proportionally, also taking into account the Property wear and tear.

6.2. The lease rent indicated in the Special Conditions is calculated from the day of reception of the Property until the day of restitution, inclusive.

6.3. The Special Conditions shall also indicate the methods of payment of the lease rent. In case of late payment, the provisions of art.12) below shall apply.

### Art.7) Obligations of the Lessee under the Agreement

7.1. The Lessee undertakes to:  
a) verify the suitability of the places where the Property is to be installed, taking into account the technical features of the same and the indications received from the Lessor, upon receiving the Property, as well as the provisions of the User and maintenance manual;

b) install the leased Property according to the instructions and indications provided by the Lessor and contained in the User and maintenance manual, however availing of specialized staff. At any rate, once the installation is completed, the Lessee shall draft a record of complete and correct installation and put it at work;

c) use the Property in conformity to the use instructions given by the Lessor and contained in the User and maintenance manual and in compliance with the laws and/or regulations in force, and however submit the same to the use defined in the Agreement, without bringing any change or adjustment thereto, unless expressly allowed by the Lessor;

d) use the Property only in the place agreed upon with the Lessor and indicated in the Special Conditions. The Lessee shall previously notify the Lessor and wait for a written authorization from this latter if the place of use of the Property is not the place agreed upon or is subjected to changes, or is located in areas not accessible to normal vehicles, or if the Property is to be used in dusty places, salty climates, or with presence of corrosive substances, high dampness, harsh environmental conditions - low temperatures (under 0°) or high temperatures (exceeding + 30°);

e) keep and maintain the Property in good state of maintenance, providing, at its own care and cost, for both ordinary and extraordinary maintenance. In this regard, it shall be ensured that maintenance operations be only performed by qualified staff and/or centers authorized by the Lessor, and any deteriorated or damaged parties shall only be replaced by genuine or however suitable spare parts of equal quality;

f) not to remove the protections of dangerous parts and to regularly verify that safety devices work properly.

g) keep the Plant constantly clean and the mechanical parts well lubricated, as well as exclusively use fuel and lubricants indicated in the User and maintenance manual.

h) not to sublease, pledge, assign the Property for use at any title to any third parties, or permit that any liens or rights of third parties be created on the same in any way, which may damage the Lessor's ownership.

7.2. The Lessee shall be solely liable for the connection of the Product with the power supply system. To that effect, the same shall proceed to the connection through qualified staff and/or centers authorized by the Lessor. At any rate, the Lessor does not provide any warranty in relation to the Property for the purpose and/or use intended by the Lessee.

7.3. The Lessee is appointed as custodian of the Property throughout the duration of the lease, starting from the moment that it is taken from the Lessor's factory.

7.4. The Lessee shall timely notify the Lessee of any irregularity it may find in its operation.

7.5. The Lessee undertakes to allow the Lessor and its persons in charge to verify at any time the state and conditions of the leased Property.

### Art.8) Warranty and Assistance

8.1. Each Product included in the lease complies with the EC Machinery Directive and with all safety provisions, both national and of the EU and, before the delivery, it shall be verified and tested by the Lessor.

8.2. In any case of defects, malfunctioning or damages of the Property, the Lessee shall inform the Lessor in writing, immediately and without delay; this latter undertakes to take action as soon as viable and however within and not later than 72 hours from the notice, which must be made in writing and anticipated by phone, excluding holidays and pre-holidays.

If the Property cannot be repaired, the Lessor shall be entitled either to replace it or to terminate the Lease, without prejudice to the obligations derived to the Lessee until the day of the notice. Costs for repair and/or replacement of a malfunctioning or damaged Property shall be borne by the Lessor, except for any transport costs as may be required. It is provided, however, that to the effects of this warranty and assistance, defective, malfunctioning or damaged Property shall only be the Property affected by defects in the design, assembly, planning of materials referable to the Lessor, or for which the Lessor is however liable.

8.3. The Parties agree that the Lessee shall not be entitled to any refund and/or indemnity for the inactivity of the and/or for any failure in the activity for which the Product has been rented, whether the Property has been repaired or replaced or, such activities being impossible, the Agreement has been resolved.

8.4. This warranty or assistance is excluded if:

a) the Lessee has brought changes or has had repairs made on the Property without a prior authorization in writing from the Lessor, or by staff not authorized by the Lessor in writing;

b) the Property is used improperly by the Lessee or used in a different way or for more hours than the best working conditions of the Property, as indicated in the User and maintenance manual, and/or placed in use conditions other than expressed in the User and maintenance manual;

c) the defects, malfunctioning or damage are caused by lack of control, non-performance of required maintenance services, use of fuels and lubricants being unsuitable or containing impurities or water;

d) the defects, malfunctioning or damage are caused by acts of vandalism or sabotage or, in general, acts of third parties;

e) in any event, if the defect, malfunctioning or damage are not ascribable to the Lessor. In all cases listed above, all costs incurred for the repair and/or the replacement, where appropriate, shall be solely borne by the Lessee.

### Art.9) Liability

9.1. By taking delivery of the Product, the Lessee assumes the custody of the Property and shall answer in case of total or partial theft, sabotage, damages to third parties, either to person or to property, and for anything else, even not expressly indicated here, that may be ascribed to its liability.

9.2. The Lessor declines all liability for direct or indirect damages to people, animal or property if:

a) the damages are caused by:

I) negligence, lack of due care, improper use and/or misuse by the Lessee or its collaborators;

II) lack of or poor or incorrect ordinary or extraordinary maintenance;

III) alterations or tampering of the Products supplied;

IV) non-compliance with the instructions contained in the User manual provided together with the Property;

V) use of non-genuine spare parts;

VI) breaches of accident prevention regulations;

b) the state of scientific and technical knowledge, at the time that the Property or genuine spare part was delivered to the Lessee, did not yet allow to qualify the Product as defective;

c) the Property was not used by suitably informed and trained staff;

d) the damaged person was informed of the defect but willingly ignored it, thus exposing himself or herself to danger. In such cases, the Lessee expressly undertakes to hold the Lessor harmless from any claim brought by third parties against the latter, for any reason whatsoever.

### Art.10) Informative data - Intellectual and industrial property - Protection

10.1. Any information concerning weight, dimensions, prices, efficiency and any other data relevant to the features and/or technical specifications of the Property, contained in the technical sheet or in leaflets, price-lists, catalogues, prospects has a merely indicative nature and shall be binding only where expressly referred to in this Agreement. The performance and the data on power and consumption provided by the Lessor and/or by manufacturers of engines and alternators are nominal and imply tolerances with reference to the ISO-CEI/UNI standards. Such designs, documents, technical information, are supplied to the Lessee under a duty of confidentiality.

10.2. All designs, documents, technical schemes, manuals, as well as all logos and trademarks, either registered or not, symbols, names and any other distinctive mark referred to and used by the Lessor for the Product - including any that the same may adopt in the future - are the exclusive Property of this latter.

10.3. The Lessee undertakes to notify the Lessor of the execution of pledges, attachments and any other liens on the leased properties, as well as to promptly report any changes in the Lessee's address and to comply and have anyone comply with the Lessor's title.

### Art.11) Charges and Authorizations

Taxes, rates and any kind of fiscal charges, both present and future, relating to the use of the Property shall be solely borne by the Lessee, who shall comply - before taking delivery of the Product - with any authorization, permit or license requirements from competent authorities for the transport, use and detention of the Property.

The Lessor is exempted, now for then, from any liability and/or charge depending upon and/or connected with the failure by the Lessee to obtain authorizations required under law; this latter undertakes to indemnify and hold the Lessor harmless from any damage or charge that the same may incur in connection with the failure by the Lessee to obtain authorizations required under the law.

### Art.12) Early termination and Expiry of the agreement

12.1. The Lessor may intend the agreement as automatically terminated, to the effects and purposes of Art.1456 It Civil Code, if the Lessee:

a) is late with the payment, at the set date, even of only one Lease rent;

b) delays or refuses the restitution of the leased properties;

c) does not adopt due diligence in using and maintaining the leased properties. Should the Lessor intend to avail of the termination clause, the same shall notify the other party thereof by registered letter with acknowledgement of receipt, upon reception of which, the Agreement shall be intended as automatically terminated, with no need for any other formalities, and the Property, with all relevant documents, shall be immediately returned to the Lessor. In such event, the Lessee shall pay the Lessor any overdue and outstanding rents, delay interests and in general, any amounts owed, without prejudice to the refund of any further damage.

12.2. In case of failure or delay to pay the lease rents, without prejudice to the provisions of the preceding clause, a delay interest shall be automatically charged on the amounts owed, with no obligation of prior notice, equal to the interest rate applying under Italian Legislative

Decree no. 231 of 9th October 2002.

12.3. At the expiry of the lease, and in any case of early termination of the agreement, the Lessee shall return the leased Property to the Lessor and all restitution costs, including dismantling and transport costs, shall be borne by the Lessee

### Art.13) Applicable Law-Place of Jurisdiction

The present Contract is ruled by Italian law. For any dispute arising from this Agreement, or however relating to and/or connected with the same or its termination, the exclusive jurisdiction shall be that of the Courts of Treviso. The Lessor, however, shall always be entitled to bring actions even before Courts at the Lessee's place.

### Art.14) Privacy

Personal data will be processed in full compliance with the legislation on the protection of personal data, in particular with EU Regulation 2016/679 and with Legislative Decree 196/2003 and subsequent amendments, for the fulfillment of the obligations arising from this contract and for the compliance with legal obligations. All the details are available on the company website (address <https://www.visa.it/en/legal-notice>), a copy of the document can be requested from VISA Spa by sending a request to the email address [visa@visa.it](mailto:visa@visa.it)



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### Art.15) Dual use

15.1 The refusal and/or export ban decisions, or any other kind of measures that could limit or forbid the exportation of the Property of the Lessor from Italy or from any other countries of the European Union, issued from the competent Italian and/or European Union and/or another European Union member State Authority, against the Lessor could lead, first to the suspension and, eventually, to the total cancellation and/or annulment of the order, without the Lessor being responsible of such events and thus being the latter exempted from any liability, even in terms of damages.

15.2. The Lessee declares that he is aware of the existence of European Union legislation regarding the transfer of dual-use technologies, recognizes and thus grants expressly to the Lessor the above said right of suspension and eventually of cancellation and/or annulment of the Lessee order, in case of a ban decision of the Public Authority. With the cancellation and/or annulment of the order, the Lessor shall return to the Lessee any account which should have been paid by the latter, without any neither interest nor revaluation obligation.

15.3. The Lessee assures and guarantees that the Property of the Lessor is leased only and exclusively for civil use and that, it is absolutely excluded any other different kind of use. Moreover, the Lessee declares and thus assures and, by so doing undertakes the obligation also on behalf of third parties, that the Property will not be re-exported outside its own Country.

Date

The Lessor Stamp and signature

The Lessee Stamp and signature

The Lessor Stamp and Signature

The Lessee Stamp and Signature

To the effects and purposes of Arts 1341 and 1342 It. Civil Code, the Parties declare that they have taken due note of the General Lease Conditions reported at the bottom of the Special Conditions, consisting of 3 (three) pages, including this one, entirely and without any qualifications, and they specifically approve the above clauses numbered as: 5) Assembly and Installation, 7) Obligations of the Lessee under the Agreement - 8) Warranty/Assistance - 9) Liability – 11) Charges and authorizations - 12) Early termination and expiry of the Agreement - 13) Applicable law-Place of Jurisdiction - 15) Dual use.