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DS820-09- General terms and conditions for the provision of Supervision services –EN – SAP 125000000331-001-03 del 10.07.2024

General terms and conditions for the provision of Supervision services

Art. 1) DEFINITIONS AND PREAMBLE

- 1.1 For the purposes of this Agreement (hereinafter "Agreement"), the following definitions shall apply:
- "Agreement" means what is mentioned in these Terms and Conditions;
 - "Good" and/or "Plant" and/or "Product" mean exclusively the gensets equipped with the following ComAp control devices (e.g. Guard Revolution, Guard Revolution 4.0, IL4 AMF25, InSync, IG500G2, etc.) installed and/or used exclusively in the Territory;
 - "Supplier" means the company "VisaSpa", with its registered office in via I° Maggio, 55 in Fontanelle (Treviso), Italy;
 - "Customer" means the end user of the Good;
 - "Service" means "Supervisor" (S1) and/or "SupervisorSim" (S2) and/or "SupervisorPlus" (S3) and/or "SupervisorPlusSafe" (S4) and/or "SupervisorPlusFull" (S5) or remote monitoring of Goods, as per Art. 3);
 - "Onis Visa Web Supervisor" means an internet platform provided, managed and owned by ComAp spol. s.r.o. Czech, a company with its registered office in the Czech Republic www.comap.cz, in which the Service is applied;
 - "Territory" means the place where the Good is installed, which must be peremptorily and previously communicated to the Supplier by the Customer
 - "Parties" means the Supplier and the Customer respectively;
 - "Party" means both the Supplier and the Customer;

1.2 This Agreement governs the Service between the Parties

1.3 The Service does not modify or alter in any way the performance or functionality of the Goods purchased by the Customer.

1.4 Notwithstanding the provisions of Art. 1418 of the (It.) Civil Code, the invalidity of one of the individual clauses will not automatically affect the validity of the entire Agreement.

1.5 Any amendment or supplement to this Agreement must be agreed between the Parties in writing.

1.6 The fact that one of the Parties refrains, even several times, from demanding the punctual fulfilment of this Agreement by the other Party shall not imply any waiver by the first Party of the full exercise of its rights under this Agreement.

Art. 2) SCOPE OF THE AGREEMENT

2.1 The Supplier grants the Customer the right to use the Service for the purpose of remotely monitoring and having remotely monitored the functionality of the Goods purchased directly or indirectly from the Supplier, subject to the terms and conditions set out in this Agreement.

2.2 The Customer declares and acknowledges that the purchased Good has been inspected and found to be in conformity with its requirements and suitable for use.

2.3 The Customer declares, acknowledges and authorises that the Good is equipped with equipment enabling remote monitoring and control, such as communication modules (Ethernet module or 4G/GPS module with antenna or Internet/Bridge module with antenna, Vodafone® M2M SIM).

Art. 3) TERMS AND CONDITIONS OF THE SERVICE

3.1 Supervisor service (S1): according to the provisions of Article 2.1 the customer may:

- 3.1.1 Monitor the main parameters of the Good, including alarms and pre-alarms
- 3.1.2 Geolocate the Good via GPS positioning (only if equipped with 4G/GPS or IB-NT module).
- 3.1.3 View graphical trends relating to the monitored parameters to check time trends (e.g. power output). These data are saved in the service server with a sampling period of 1 hour and made available for 6 (six) months.
- 3.1.4 Receive e-mail notifications sent by info@websupervisor.net (to the e-mail address indicated during registration) with the identification of the Good and the list of alarms relating thereto.
- 3.1.5 Receive notifications via WebSupervisor application (for Android and iOS devices) after installation of the application.

3.2 SupervisorSim service (S2): in accordance with the provisions of Article 2.1 the Customer, in addition to what is stated in Art. 3.1, may:

- 3.2.1 Use the Internet connection via the Vodafone® M2M SIM owned by the Supplier.

3.3 SupervisorPlus service (S3): in accordance with the provisions of Art. 2.1, the Customer, in addition to what is stated in Art. 3.1 and 3.2, may:

- 3.3.1 Grant the Supplier the right to receive e-mail notifications at service@visa.it with the Good's identification and the list of alarms relating thereto.

3.3.2 Make use of the technical staff telephone assistance service (SAT), available by telephone on working days only, Monday to Friday inclusive, with the following timetable: 09.00-12.00 and 14.00-17.00 (excluding factory closure periods - national and/or local holidays).

3.3.3 Automatically schedule maintenance intervals for which a separate ad-hoc offer will be issued on the basis of the work to be performed

3.4 SupervisorPlusSafe service (S4): in accordance with the provisions of Art. 2.1 the Customer, in addition to what is already stated in Art. 3.1, 3.2 and 3.3, may:

- 3.4.1 Make use of the technical staff's telephone availability service (SAT), available by telephone 7/7, 24/24.

3.5 SupervisorPlusFull service (S5): in accordance with the provisions of Art. 2.1, the Customer, in addition to what is stated in Art. 3.1, 3.2, 3.3 and 3.4, may:

- 3.5.1 Request the intervention of a technician at the site of installation of the Good with a time schedule defined by agreement between the Parties.

3.6 The services referred to in Art. 3.1, 3.2, 3.3, 3.4 and 3.5 may be used if the good is located in the territory of Italy, the Republic of San Marino, the Vatican City. In the event that the Good is located outside the above-mentioned territories, the services referred to in Art. 3.3, 3.4 and 3.5 will not apply, with 3.1 and 3.2 remaining in force.

3.7 Further, the Customer, having authorised the Supplier, agrees to the Supplier remotely interacting with the control device of the Good for a more accurate analysis of the failure with the possibility of putting said Good back into service.

Art. 4) SERVICE ACTIVATION

4.1 The terms set out in Article 3) can only be implemented by activating the Service, after registration (maximum three users per Customer), by filling in the registration form at the link http://www.visa.it/en/websupervisor_register.

4.2 Registration to the site referred to in the preceding article must take place peremptorily through the "Onis Visa WebSupervisor" platform made available by the Supplier and in any case within 6 (six) months from the date of delivery of the Good, unless otherwise agreed with the Supplier.

4.3 The names indicated during registration will be authorised for monitoring as per Art. 3.1.; they will be the contact persons for any SAT personnel calls should the need arise as per Art. 3.3.2; they will assume all responsibility if they request authorisations to SAT staff to carry out remote commands as per Art. 3.4

Art. 5) DURATION AND RENEWAL OF THE SERVICE

5.1 The Service, as referred to in Art. 3.1, 3.2, 3.3, is granted free of charge for a period not exceeding 12 (twelve) months, unless otherwise agreed between the Parties, starting from the date of registration as per Art. 4.2

5.2 Before the expiry of the period referred to in Art. 5.1 a notice shall be sent to the Customer with which he may opt to:

Supplier's stamp and signature

Customer's stamp and signature

The Parties declare that they have taken note of the above General Terms and Conditions of sale in their entirety. They also declare that they specifically approve, pursuant to Articles 1341 and 1342 of the (It.) Civil Code, the clauses marked with numbers: 2) Scope of the Agreement; 3) Terms and Conditions of the Service; 4) Activation of the Service; 5) Duration and Renewal of the Service; 6) Termination and Suspension of the Service; 7) Liability; 8) Obligations of the Customer; 9) Assignment of the Agreement; 10) Protection of Privacy; 11) Jurisdiction and Applicable Law

Supplier's stamp and signature

Customer's stamp and signature

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