

VISA S.p.A. s.u. GENERATING SETS and POWER SOLUTIONS

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Nettuno



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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

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NETTUNO" - WATER DEPT.
IRRIGATION SOLUTIONS AND MOTORPUMPS

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 gensels 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 1° Maggio, 55 in Fontanelle (Treviso),
- Italy; "Customer" means the end user of the Good;
- "Service" means "Supervisor" (S1) and/or "SupervisorSim" (S2) and/or "SupervisorPlusSafe" (S4) and/or "SupervisorPlusPull" (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. Sr.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
- 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 InternetBridge 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 46/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 linfo@websupervisor.net (to the e-mail address indicated during 3.1.4 Receive e-mail notifications sent by intoewebsupervisor.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
- 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.il/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

- responsibility if they request authorisations to SAT staff to carry our 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:

5.2.1 have the Service automatically terminated at the end of the period referred to in Art. 5.1, at no cost or charge to the Customer, or

5.2.2 continue with a Service as per Art. 3), paying the Supplier a monthly fee for which a separate offer will

5.3 If the Customer opts for the Supervisor Service (S1) as per Art. 3.1, the Vodafone® M2M SIM card owned by the Supplier will be deactivated and the Customer must endeavour to sign a new telephone data exchange contract with an operator of his choice, the costs of which he shall bear.

5.4 In the event that the Service is renewed as per Art. 5.2.2, it will be deemed to be tacitly extended unless notice of termination is given in writing, by registered letter with acknowledgement of receipt, at least 60 days before the expiry of the time limit mentioned in the offer

Art. 6) TERMINATION AND SUSPENSION OF THE SERVICE

- 6.1. The Service will be terminated automatically, pursuant to and in accordance with Art. 1456 of the (It.) Civil Code, if one of the following conditions is met:
- a) non-payment of what was formalised with our offers within the deadlines specified therein;

- a) non-payment of what was formalised with our others within the deadlines specified the enry.

 b) insolvency (bankruptcy) proceedings have been initiated against the Customer;

 c) the Customer is undergoing either voluntary or compulsory administrative liquidation;

 d) the Customer is sentenced for offences relating to his business activities, whether committed by him or by a person with decision-making and/or management powers;
- e) the Customer tampers with the equipment mentioned in Art. 2.3 or with the Good itself for unjustified advantage or profit
- b) the Good is in the possession of any individual or entity on the Restricted Parties List; or is found to be in the possession of any individual or entity in violation of any United States, European Union, or other trade restrictions.

 6.2. The termination will be communicated by the Supplier directly to the Customer by written notice (notice is deemed to have been delivered 5 days after being sent by e-mail or 10 days after being sent by ordinary mail) 6.3. The Service may be suspended:

- 6.3. The Service may be suspensed.
 a) if there is an update or maintenance of the Onis Visa Web Supervisor platform
 b) if the Good's control device is deactivated or switched off or the battery is found to be discharged
 c) in the event of a failure of the network/bandwidth/signal provided by the SIM operator or the internet provider
 d) for geolocation only, in the event that there are not enough satellities to reach the location of the Good

- 6.4 Code of Ethics and Model 231 Visa has approved and adopted the Organizational, Management and Control Model pursuant to Legislative Decree no. 231/2001 (*Model 231*) and its own Code of Ethics (*Code of Ethics*). The Buyer declares to be aware of the legislation under Legislative Decree no. 231/2001 and to have reviewed the principles of Model 231 and Visa's Code of Ethics, available for consultation on the website https://www.visa.it. The Buyer undertakes not to engage in, promote or facilitate, through its activities or behaviors, any act that could constitute a crime or a violation of the principles of Model 231 and Visa's Code of Ethics. Any breach of these principles and provisions by the Purchaser shall constitute a material breach of contract and grounds for early termination of the contract by Visa, without prejudice to Visa's right to seek compensation for any damages suffered. Furthermore, the Buyer agrees to promptly inform Visa of any actual or potential situation that could constitute a violation of the principles of Model 231 or the Code of Ethics, through the 'Whistleblowing Policy" channel available on the website https://www.visa.it.

Art. 7) LIABILITY

- 7.1 By taking delivery of the Goods, the Customer will be liable for sabotage, damage to third parties, persons and
- things, and for anything else, even if not expressly stated herein, that is attributable thereto.

 7.2 The Supplier disclaims all liability for direct or indirect damage to persons, animals or property where:
- a) the damage is caused by:

 1) negligence, carelessness, improper and/or incorrect use by the Customer and its associates II) modifications or tampering;
- III) non-compliance with the instructions in the instruction manuals; IV) use of non-original spare parts:
- b) the Good and/or the Service have not been used by adequately informed and trained personnel; c) also in the following cases:
- by the londwing cases.

 I) there is a lack of network/bandwidth/signal provided by the Vodafone® operator

 I) The Onis Visa Web Supervisor platform is being maintained or updated

 III) there are not enough satellites reaching the location of the Good for them to be able to geolocate it.

 IV) the data and notifications are not updated or do not reach the Customer in real time.
- V) the Vodafone ® M2M SIM card is used for purposes other than those for which it is intended.
 VI) the Vodafone ® M2M SIM card and the equipment mentioned in Art. 2.3 have been removed from their housing and removed from the Good.
- d) the Good is in the possession of any individual or entity on the Restricted Parties List; or has been sold to any individual or entity in violation of any United States, European Union, or other trade restriction. In the aforementioned cases, the Customer undertakes to explicitly release the Supplier from all claims on any grounds whatsoever made against the Supplier by the Customer or by third parties.

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Art. 8) OBLIGATIONS OF THE CUSTOMER
8.1 The customer shall be solely responsible for the operation of the Good, and in any case undertakes to: allow Visa Spa - or personnel appointed by it - access to the Good's data and use of such data for the permitted purposes; make available all information and equipment that is indispensable for the correct performance of the contractual services; offer adequate assistance to Visa Spa personnel and any technicians used by the latter; not intervene, directly or through third parties, on the installed equipment, software, SIM cards and, more in general, on any component/equipment supplied by Visa Spa, without the direct consent of the Supplier, except in the case of

the provisions of Art. 5.3. Art. 9) ASSIGNMENT OF THE AGREEMENT

The Customer may not transfer this Agreement, nor the rights and obligations arising therefrom, except in cases of takeover authorised by the Supplier.

Art. 10) PROTECTION OF PRIVACY
The Parties holding the respective data expressly declare that they are aware of the contents of European Regulation 679/2016 (GDPR) as amended. Pursuant to and for the purposes of GDPR 679/2016 and subsequent amendments, the Parties declare that they have mutually informed each other and agree that the personal data collected will be processed in the Customer/Supplier file for the fulfilment of civil and tax obligations and for management, statistical, commercial and marketing purposes. The Parties controlling the respective data expressly declare that they are aware of their reciprocal rights arising from the application of the aforementioned Regulation.

Art. 11) JURISDICTION AND APPLICABLE LAW This agreement has been drawn up in accordance with Italian law, which regulates its contents. For any dispute relating to or in any way connected with this Contract, the Courts of Treviso shall have exclusive jurisdiction. However, notwithstanding the foregoing, the Supplier may also bring the dispute before the Customer's Courts

Customer's stamp and signature

The Parties declare that they have taken note of the above General Terms and Conditions of sale in their entirely. 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

Supplier's stamp and signature

Customer's stamp and signature