

## ~ GENERAL TERMS AND CONDITIONS ~

### Art. 1 - Contract subject

The general terms and conditions which follow regulate the procedures and the terms with which GreenKar Technical Service Ltd. (hereinafter referred to as the "Service Provider") provides the Services to the Client with the technical and economic conditions outlined in the specific business offer chosen by the Client and duly stamped, signed and submitted as an original hard copy; a soft copy is nonetheless also sent beforehand via email/fax to the Service Provider. The signing of the business offer is a mandatory prerequisite for the execution of the Services indicated in the business offer itself.

### Art. 2 – Definitions

- **Client:** the natural or legal person, public or private, that accepts the Services proposed by GreenKar Technical Service Ltd. in the business offer;
- **Testing Organisation:** a group of people and means, with specific responsibilities, authorities and interrelations, which carry out tests;
- **Service Provider:** GreenKar Technical Service Ltd., a company registered in Malta with registration number C75593, which provides the Client with the Services indicated in the business offer chosen by the Client.
- **Services:** The specified Services in the commercial offer accepted by the Client.
- **Business Offer:** the document which lists the Services offered by the Service Provider to the Client, indicating, amongst others, the fee to be charged, methods of payment, execution timeframes.
- **Contract:** the Business Offer and the general terms and conditions outlined herein.

### Art. 3 – Conclusion of contract

1. The contract is concluded when the Service Provider receives from the Client the Business Offer, duly stamped and signed by the same Client; transmission of the Business Offer to the Service Provider constitutes full acceptance by the Client also of the general terms and conditions of the contract.
2. The Client assumes responsibility for the truthfulness and accuracy of personal and fiscal data provided, ensuring, likewise, under his/her own exclusive responsibility, that the abovementioned information is correct, updated and truthful and which permit the identification of their true identity. The Client agrees to notify the Service Provider of any change in the data provided, promptly and in any event not later than fifteen (15) days from the date of said change by sending an email/fax to the Service Provider. The Client maintains indemnity for the Service Provider from any prejudicial consequences caused by the communication of inaccurate or untruthful data.
3. In particular, the Client is obliged to immediately inform GreenKar Technical Service Ltd. of any changes to the technical data of the products covered by the Service.
4. The Service Provider shall have the right not to proceed with the provision of Services in the event of any circumstances that may pose a risk to the fulfilment of contractual obligations or which would prevent or make costly the execution of the Services.

5. Any additional services other than those indicated in the business offer will be provided by the Service Provider only after a specific written request is received from the Client, duly accepted by the same Service Provider, in accordance with arrangements which the parties will define from time to time.

#### **Art. 4 – Fees and methods of payment**

1. . The amount payable for the execution of the Services will be paid by the Client as specified in the business offer, as well as the form of payment chosen. Any eventual expenses related to shipping and handling costs shall be borne by the Client. The invoice for the Services provided will be sent to the Client in accordance with the applicable provisions of the Maltese Law.

2. The Client may not assert a claim or raise objections of any kind unless he/she first proceeds to carry out correctly the payments outlined in the business offer. In the event that the payment fee is considered to be invalid or is, for any reason, revoked or cancelled by the Client or is not carried out, confirmed or credited to the benefit of the Service Provider, the latter reserves the right to suspend and/or terminate the execution of the Services requested.

#### **Art. 5 – Invoicing**

Buyer expressly agrees in order that the invoice related to payment for the requested Services may be provided and/or be available in electronic format, unless different demands formally requested.

#### **Art. 6 - Client Obligations**

The Client agrees to pay to the Service Provider the amount agreed, and the additional costs necessary for the execution of the Services.

#### **Art. 7 – Provider’s obligations**

Provider shall supply the requested Services, according to the terms specified on the Contract or Commercial Offer.

#### **Art. 8 – Right of withdrawal**

Client will have the right to withdraw from the contract, concluded with the Provider, whenever convenient by a written communication via registered mail or certified email with at least 7 days’ notice. The Provider in case of order’s anticipation reserves the right, prior charge to the Client of the costs incurred for the provided Service until the withdrawal effectiveness, of advanced payment refund, within and no later than 30 days form the withdrawal communication.

#### **Art. 9 – Responsibilities**

The Service Provider shall not be responsible in any event for direct or indirect damages that may result to the Client by force majeure, fortuitous events, activities related to Services carried out by other operators, errors or omissions committed by the Client or third parties not authorized by the Service Provider.

#### **Art. 10 – Penalties**

In case of failure, incomplete and/or non-punctual payment of the fee/s, as specified in the business offer, the Client will be required to pay the Service Provider a penalty fee. The penalty fee will be limited to the interest on late payments as established by the regulations in force under Maltese Law.

#### **Art. 11 - Confidentiality and Privacy**

The Client and Service Provider agree to keep confidential all data and information that they might possibly come to know of in the execution of the contract and to extend this commitment to their employees and/or third parties appointed by them. The data and information aforesaid shall not in any manner and in any form be communicated or disclosed to third parties and cannot be used by the Service Provider or the Client for purposes other than those stipulated in the contract, in accordance with the provisions of Regulation (EU) 2016/679 (GDPR) which regulates the privacy and confidentiality of personal and/or commercial data.

If GreenKar Technical Service Ltd. releases confidential information, for legal obligations or for contract authorisations, GreenKar Technical Service Ltd. shall communicate it to the Client or to the person concerned, unless this is not legally forbidden.

We inform the Client that GreenKar Technical Service Ltd. is an accredited company and subject to periodic assessment visits by the NAB MALTA Accreditation Board. The Accreditation Board's personnel (and EA assessors) shall have access, upon request, to the sites where GreenKar Technical Service Ltd. carries out test or inspection activities to be assessed, can furthermore come into contact with documentation and any other information of the Client, considered necessary within the scope of GreenKar Technical service Ltd.'s accreditation process. It is understood that NAB MALTA is bound to observe confidentiality.

The Client hereby also declares to give its consent to the processing of both its common and sensitive data.

The Client shall clearly specify the name of his representative authorised to receive all information regarding the required activity and to materially receive the documents.

#### **Art. 12 – Change of the General Conditions**

These General Conditions shall be effective from the commercial offer's acceptance by the Client. The Provider is entitled to modify the General Terms and Conditions at any time and unilaterally.

#### **Art. 13 – Governing Law and Jurisdiction**

This contract and the obligations arising from it are entirely subject to Maltese Law. For any disagreement applicable to the interpretation or execution of this contract, it shall be exclusively under the jurisdiction of the Maltese court. For whatever is not expressly disciplined by these Contract General Conditions, please refer to the provisions of the Civil Code (Chapter 16 of the Revised Edition of the Laws of Malta) and the laws in force.

#### **Art. 14 – The whole agreement**

This Contract represents a complete agreement between the Client and the Provider with reference to its subject and cancels and supersedes any previous agreement between the parties, whether written or verbal, on all matters covered by the contract herein. Any modification, note or clause added to this Contract shall not be valid and effective between the parties unless specifically and expressly approved in writing by both parties.

#### **Art. 15 – Times for service supply**

If when receiving the order from the Client, the Service Provider should ascertain that it is not possible of guaranteeing the indicated times for unforeseeable causes at the quotation's issuance moment, the Client will be promptly informed. Moreover, times for Service supply will not become effective if the Client fails to meet his obligations towards the Service Provider, obligations necessary for Service supply.

#### **Art. 16 – General information**

The Client shall make available to GreenKar Technical Service Ltd. for appropriate test sites, an enough number of samples, when necessary, realise supporting structures and whatever is necessary for a correct tests' performance.

In the case of inspection of test activity, Testing Organisation shall provide to GreenKar Technical Service Ltd.'s Inspection Body for its own facility and relevant personnel.

#### **Art. 17 – Notices (for testing activities)**

If the Test Officer shall find shortcomings on the samples and/or test sites made available by the Client, he may require for the compliance with the purpose of creating a condition which makes secure and reliable the test, when occurring. These additional processes will be separately charged.

When the Client has not the conditions to improve the test site according to the requirements of the Test Officer, the latter will not perform the test and the costs will be charged separately considering the work required.