GENERAL CONDITIONS FOR THE SUPPLY OF FUEL

1. DEFINITIONS - In these general conditions of supply (hereinafter **"General Conditions")** the following definitions will be used, which from time to time will assume exclusively the meaning indicated below: a) **Product:** the fuel supplied by Alpha Trading SpA (hereinafter **"Alpha Trading");** b) **Customer:** the person identified as the purchaser of the Product pursuant to the these General Conditions; c) **Specific Conditions:** the specific supply conditions that Alpha Trading and the Customer (collectively referred to as **the "Parties")** may agree in writing to integration and/or modification of these General Conditions; d) **Contract:** the supply contract consisting of these General Conditions and the Specific Conditions if defined; e) **Force Majeure:** any event beyond the reasonable control of the Parties, including, but not limited to, government measures, war situations, national strikes, insurrections, riots or social unrest, natural disasters, plant downtime, inability to obtain raw materials due to causes beyond our control to the liability of Alpha Trading, any other event beyond the reasonable control of the Parties and such making it impossible to supply and/or receive the Product. **2. OBJECT - 2.1** These The General Conditions govern the supply of the Product by Alpha Trading to the Customer. **3. QUANTITY - 3.1** The weight of the Product to be recognised for invoicing purposes is always that resulting from the accompanying document and any delivery or shipping bills or from equivalent documents. In the case of loading at an Alpha Trading base, the Customer will have the right to assist in the weighing operations by presenting yourself at the Alpha Trading production plant in Carbonara Scrivia, upon written notice to be sent to Alpha Trading at least 24 hours before the expected delivery date. **4. DELIVERIES - 4.1** Deliveries of the Products may be made, alternatively, by tanker trucks or lorries. Where the Parties agree that such deliveries must be free destination at the Customer's premises, these will be carried out at the expense and care of Alpha Trading and ownership of the Product as well as the related risks will be transferred from Alpha Trading to the Customer when the Product passes through the flange of the exhaust hose of the means of transport at the Customer's warehouse. If, however, the Parties agree that deliveries will be free of charge, deliveries of the Products will be at the expense and care of the Customer who undertakes from now on to prepare all the suitable means for collecting the Products at the Alpha Trading warehouse in Carbonara Scrivia or at bases third parties indicated by Alpha Trading and the ownership of the Product as well as the related risks will be transferred from Alpha Trading to the Customer at the moment the Product passes through the flange of the loading hose of the means of transport at the Alpha Trading warehouse or at the third-party base. Alpha Trading, upon loading of the Product, in the case of delivery ex works from Alpha Trading base, or upon unloading of the Product, in the case for free delivery from Alpha Trading base, may provide, if requested, to the Customer and/or the carrier of the Customer, two cans for taking samples equipped with the kit for sealing them and marked with the accompanying document number. Alpha Trading will also provide a form on which the signatures of the operators, the place and date of sampling will be placed. **4.2** Alpha Trading will, in any case, be responsible for the regular issuance of tax documentation and commercial necessary for the transport of the Product, as required by current legislation. **4.3** The quantity of Product delivered from time to time will be that indicated in the tax document that accompanies each batch. **4.4** The quality of the Product will comply with the technical data sheets. Any complaints may be made by the Customer within and no later than 15 days from the delivery date. case of samples taken according to the methods indicated in the previous Art. 4.1, and bearing the Alpha seal Trading, “AT yyyy (year)” will be delivered jointly by the Client and ALPHA TRADING to a third-party laboratory indicated by Alpha Trading, which will take charge of them by recording the status of the samples and the correct sealing. The analytical results will be transmitted to both Parties for the definition of the dispute. **5. PRICE - 5.1** The price of the Product in Euro/Ton will be agreed by the Parties, taking into account I take into account that, depending on the case, the price may be agreed upon as a fixed amount or calculated "per formula”. **5.2** Any increase, which occurs at the time of delivery of the Product, on the tax burdens general and specific, excise duties, VAT, customs and duty duties, sales taxes, customs clearance systems, and similar, will determine the corresponding increase in price of the Product which will be reported in the invoice sale. **5.3** In the event of Special Conditions which provide for deliveries of the Product spread over time, in the event of delay in collecting the Product or in payments by the Customer and in cases of insolvency of the At the Customer's discretion, Alpha Trading will have the right to suspend deliveries or recall the Product. possibly travelling, without prejudice to any other right to terminate the Contract and to compensation for damages arising from the Customer's default. **6. PAYMENT TERMS - 6.1** Deliveries will be invoiced by Alpha Trading within the month following the date of delivery of the Product. **6.2** The payment of Each invoice issued by Alpha Trading for the purchase of the Product must be made by the Customer as agreed and reported on each individual invoice. If the payment date falls on a Saturday or weekday holiday, payment will be made in advance to the previous working day, if applicable. Sunday payment will be postponed to the next working day. **6.3** In case of delay in payment by the Customer, interest will automatically accrue from the day following the expiry of the payment deadline without the need for any formal notice as per established and to the extent provided for by Legislative Decree no. 231/02. **7. FORCE MAJEURE AND CLAUSE OF SAFEGUARD - 7.1** Neither Party shall be liable for any failure to perform its obligations arising from the Contract, if due to a cause of Force Majeure. **7.2** The Parties undertake to in this case to give immediate written notice of the onset and cessation of the cause of Force Majeure and to use the utmost care and diligence to best meet the needs of the party not affected by Force Majeure. **7.3** In the event that, due to Force Majeure, the fulfillment of the obligations arising from the Contract have become definitively impossible for one or both of the parties Parties, each party may withdraw from the Contract by giving notice to the other party with communication written notice sent at least 7 (seven) days before. **7.4** Should there be any changes in national legislation and/or regional, as well as provisions of local authorities that may prohibit the use of the Product, Alpha Trading will use its best endeavours to perform this Agreement with a modified Product. that complies with the different applicable legislation. In this case, the Parties will agree on a review of the Specific Conditions, if any. **8. APPLICABLE LAW AND JURISDICTION - 8.1** The law The Contract is governed by Italian law. **8.2** Any dispute relating to the application, interpretation, The validity or execution of the Contract shall be exclusively under the jurisdiction of the Court of Genoa.