

**DEFINITIONS:** *Year – Day – Month:* shall be calculated in accordance with the calendar in force in Italy

*Buyer:* refers to the Buyer.

*Seller:* refers to MASE GENERATORS S.P.A., with registered office at Via Tortona 345 - 47522 CESENA (FC), Italy.

*Contract:* means both the Special Conditions and the General Conditions, jointly.

*User and Maintenance Manual:* refers to the manual provided for the use and maintenance of the products.

## 1) PREAMBLE

- **1.1** These General Conditions, together with the aforementioned Special Conditions, apply to all orders (hereinafter referred to as "Orders," or in the singular, "Order") and to all sales — including partial, split, or continuing — made by the Seller to the Buyer for the Seller's products. Where discrepancies arise, the Special Conditions shall prevail.
- **1.2** Any Order placed by the Buyer, including those performed through implicit conduct, signifies acceptance of these General Conditions. The Buyer's general conditions — even partial — shall not apply unless expressly accepted in writing by the Seller.
- **1.3** As an exception to Article 1418 of the Civil Code, the invalidity of any individual clause herein shall not affect the validity of the Contract as a whole.
- **1.4** These General and Special Conditions represent the full agreement between the Parties and supersede all prior agreements, whether written or oral.
- **1.5** Any modification or addition to these General and Special Conditions must be mutually agreed upon in writing.
- **1.6** The fact that either Party refrains — even repeatedly — from enforcing punctual performance shall not constitute a waiver of its rights under the Contract.

## 2) ORDER

- **2.1** An Order shall only be valid and accepted by the Seller once confirmed in writing through an Order Confirmation issued to the Buyer. These General Conditions, available on the MASE GENERATORS S.P.A. website, shall be deemed tacitly accepted.
- **2.2** Each confirmed Order is considered final and irrevocable and may not be cancelled once accepted by the Seller.
- **2.3** Any advance payments made by the Buyer shall be credited toward the total price. If the Buyer fails to collect the goods within the timeframe specified in the Contract, the Seller will retain the deposits as a penalty, without prejudice to its right to claim further damages.

## 3) PRODUCT CHARACTERISTICS – MANUAL – TECHNICAL CHANGES – INTELLECTUAL AND INDUSTRIAL PROPERTY

- **3.1** Product information such as weight, dimensions, prices, and performance, including data found in technical sheets, price lists, catalogs, or brochures, is for reference only and shall be binding only if explicitly included in the Contract. Performance and power consumption figures are nominal and subject to tolerances in accordance with ISO, CEI, and UNI standards.
- **3.2** The Seller shall provide the corresponding User and Maintenance Manual with the goods. The Buyer acknowledges that all drawings, documentation, technical data, and the Manual are the exclusive property of the Seller and are provided on a confidential basis, including all related intellectual and industrial property rights.
- **3.3** The Buyer authorizes technical personnel from MASE GENERATORS S.P.A., or those designated by it, to remotely access the system if equipped with monitoring devices. Any remote control or command operation by the Seller is excluded unless expressly authorized in writing by the Buyer.
- **3.4** The Seller reserves the right to make any technical changes to the products—during or after execution of the Order—that it deems necessary or advisable to improve product usability, provided such changes do not alter essential characteristics.
- **3.5** All designs, technical documents, diagrams, manuals, and any trademarks, registered or otherwise, symbols, names, or other distinctive signs

relating to the system — including future additions — shall remain the exclusive property of the Seller under intellectual and industrial property laws.

**3.6** The Buyer is strictly prohibited from reproducing or disclosing information that could enable the replication or duplication of products, by any means, to third parties.

## 4) DELIVERY

- **4.1** — Unless otherwise agreed, deliveries are made Ex Works. Transport risks are entirely borne by the Buyer, even if the Seller arranges transport and/or selects the carrier.
- **4.2** — Without prejudice to the fact that packaging costs are borne by the Buyer and excluded from the Plant price as per Article 8), the Seller reserves the right to determine the packaging type based on transport requirements. The Seller is released from liability once the properly packaged Plant is handed over to the carrier or forwarder. Packaging is deemed adequate upon acceptance by the carrier and/or forwarder.
- **4.3** — As the delivery date is indicative and non-binding for the Seller, if unable to meet the agreed date, the Seller shall promptly notify the Buyer in writing, indicating the expected delivery date where possible. If the delay attributable to the Seller exceeds eight (8) weeks, the Buyer may cancel the contract for the affected products with ten (10) days' written notice to the Seller.
- **4.4** — The Seller shall not be held liable for delays beyond its control or due to Force Majeure, including strikes involving the Seller, its suppliers or carriers, modifications under Article 3.3), or Buyer omissions (e.g., missing written supply instructions). Such cases may justify extending the delivery date, fulfilling the order in part, or—if impossible—Seller's withdrawal.
- **4.5** — Except in cases of willful misconduct or gross negligence, payment as per Article 4.3 excludes any further compensation for damages related to failed or delayed delivery.
- **4.6** — If delivery is delayed due to Buyer's actions or inactions, the Seller may charge the Buyer for related costs, such as warehousing.

## 5) WARRANTY

### 5.1 – GENERAL

This warranty applies to all products manufactured by Mase Generators S.p.A. Mase Generators certifies and guarantees that its products comply fully with national and international regulations, are made with high-quality materials, built using sound practices, and tested rigorously by its quality control. Warranty coverage is provided under the conditions described in this document.

It covers manufacturing, material, and product defects—not those excluded by the warranty limitations. Warranty entails the free repair or replacement of defective components or assemblies recognized by Mase Generators S.p.A. as having design, manufacturing, or construction flaws.

The warranty is managed by Mase Generators through authorized Service Centers. Its Service Department coordinates and supervises warranty repairs directly.

### 5.2 – WARRANTY TERMS

**A – Exclusions:** This warranty does not cover:

- Normal wear and tear or age-related deterioration;
- Damage from improper, negligent, or reckless use contrary to the user/maintenance/installation manuals;
- Defects caused by Force Majeure or accidental events (e.g., natural disasters, war, civil unrest);
- Issues from using non-original parts, accessories, consumables, software, or services;
- Damage from unauthorized modifications or repairs, or non-original spare parts;
- Exposure to water, heat, humidity, or extreme conditions including corrosion, oxidation, or chemicals;
- Mishandling or poor transport after delivery;
- Costs related to machine downtime or non-operation;
- Diagnostic costs when fault is not due to Mase Generators components;
- Local usage-related taxes.

**Mase Generators spa**

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Sistema di Gestione qualità certificato  
Quality Management System Certified  
UNI EN ISO 9001 2015  
Certificate n. IT19/0468

C.F. / P.I. 00687150409  
Capitale Sociale sott. 7.500.000 Euro int. Vers.  
R.E.A. FC n. 164063 - EXPORT FC n.006368

## B – Coverage Limits:

Applies to the generator and its components, excluding customer-installed third-party parts.

Labor, parts, removal/reinstallation (≤2 hours), and travel (≤50 km) are covered.

Consumables and any excess cost beyond these limits are the customer's responsibility.

Transport costs require pre-authorization and agreed methods.

Replaced parts are covered until the original generator warranty expires.

Warranty does not extend/reset due to service.

Products sent for inspection/repair must be in original or proper packaging.

**Important: Within legal limits, Mase Generators declines liability for indirect or consequential damages (e.g., data loss, revenue loss, business impact).**

**Liability is capped at the product's purchase price.**

## 5.3 – USER'S RESPONSIBILITIES

The user must:

Operate and maintain the generator per the manuals;

Conduct routine maintenance through authorized service centers, maintaining documented records;

Report defects and declare warranty intentions;

Provide proof of receipt date if requested;

Make the product available for repair.

## 5.4 – WARRANTY DURATION

The warranty begins at the sale date, valid for 24 months or 2000 operating hours (for 1500/1800 rpm and variable speed generators), and 24 months or 1000 hours (for 3000/3600 rpm models), whichever comes first.

The warranty becomes effective upon portal registration or submitting the warranty card within 15 days of purchase. If missing, proof of purchase (invoice, receipt, etc.) is required.

**Important: This warranty does not override consumer rights granted under applicable sales laws.**

## 5.5 – EXTENSIONS

If proof of purchase is missing, the shipping date applies, not exceeding 12 months from delivery.

Once expired or voided, technical services will be charged per Mase Generators' price list, after quote approval.

Mase Generators reserves the right to modify its products without obligation to update prior versions.

## 6) SELLER'S LIABILITY

The Seller shall not be held liable for direct or indirect damages to persons, animals, or property in the following cases:

a) Damages resulting from:

- negligence, carelessness, improper and/or incorrect use by the Buyer and/or their agents, or the use of fuels or lubricants different from those specified in the user and maintenance manual;

-missing, inadequate, or incorrect maintenance;

-modifications or tampering with the supplied products;

-failure to comply with the instructions provided in the user and maintenance manual accompanying the plant;

-use of non-original spare parts or repairs/alterations not performed by authorized service centers;

-violation of safety and accident prevention regulations.

b) The level of scientific and technical knowledge at the time of delivery did not allow the plant to be considered defective;

c) The products were used by personnel who were not adequately informed or trained;

d) The damaged party, despite being aware of the defect, knowingly ignored it and exposed themselves to the risk.

In the above cases, the Buyer also agrees to explicitly indemnify the Seller against any claims made by third parties.

## 7) USED PRODUCTS

• 7.1 – Unless otherwise agreed between the parties, the warranty described in Article 5 shall not apply to used products supplied by the Seller, which are deemed to have been purchased by the Buyer in the condition they are in at the time of delivery, as seen and accepted.

• 7.2 – In any case, the following components are not covered by any form of warranty: starter battery, electronic components, instruments, and generally all parts whose overhaul or replacement falls under ordinary or extraordinary maintenance (e.g., oil leaks, fluid leaks, gaskets, calibrations, etc.).

## 8) PRICES – PAYMENT TERMS – LATE PAYMENTS – BUYER'S SOLVENCY

• 8.1 – Product prices do not include packaging, shipping, transport, assembly, installation (if applicable), VAT, or any other applicable taxes or charges. Prices are fixed and non-adjustable if delivery occurs within 120 days from the order

date. For deliveries beyond that period not due to Seller's delays as per Art. 4.3, the price list in effect at the time of actual delivery will apply.

• 8.2 – The Customer may not claim any breach by the Seller if payment obligations are not fulfilled. In any case, any breach by the Seller shall not entitle the Buyer to suspend or delay payments, even partially.

• 8.3 – In the event of delayed or missed payment on the agreed due dates, or if the Buyer's solvency guarantees become inadequate, the Seller shall have the right, at its sole discretion, to suspend and/or cancel the current order and any future deliveries and/or outstanding orders by notifying the Buyer in writing.

• 8.4 – Without prejudice to the above, in case of delayed or missed payment on the due dates, interest on arrears shall automatically accrue on the amounts due, without prior notice, at the rate provided by Legislative Decree No. 231 dated 9 October 2002.

## 9) RETENTION OF TITLE

It is agreed that the delivered products shall remain the property of the Seller until full payment of the purchase price is received.

## 10) ASSEMBLY – INSTALLATION – AUTHORIZATIONS

• 10.1 – Unless otherwise agreed, the assembly and installation of the plant shall be carried out at the Buyer's expense, responsibility, and risk.

• 10.2 – The Buyer agrees to bear all taxes and charges relating to the plant, and to obtain all required authorizations from the competent authorities for installation and operation of the plant in accordance with its intended use, expressly releasing the Seller from any such obligations.

## 11) PRIVACY

Personal data will be processed in full compliance with applicable data protection laws. Complete details are available in the privacy notice published on the company's website: [www.masegenerators.com](http://www.masegenerators.com).

## 12) COMPLIANCE WITH APPLICABLE LAWS

The Seller guarantees that the products comply with the standards, regulations, and laws in force in the Italian territory at the time of the Order.

## 13) DUAL-USE

• 13.1 – The Buyer acknowledges the existence of EU regulations governing the transfer of dual-use technologies. The Buyer further accepts that any measure taken by the competent Italian and/or European authorities and/or an EU Member State may restrict or prohibit the export of products from Italy or another EU country. In such cases, the Seller shall not be held liable under any circumstances.

• 13.2 – The Buyer represents and warrants that the products will be used exclusively for civil purposes, and any alternative usage is strictly excluded.

## 14) JURISDICTION

For any dispute arising from or relating to this contract, exclusive jurisdiction shall lie with the Court of Forlì. By way of derogation, however, the Seller may choose to initiate proceedings before the court of the Buyer's domicile.