

GENERAL CONDITIONS OF SALE

1. SCOPE OF APPLICATION

- 1.1. These general conditions of Sale (hereinafter referred to as “General Conditions”) regulate the terms and conditions under which Products (as defined below) commercialized by Blink (as defined below) are sold and shall apply to any Offer, Order and Order Confirmation (as defined below), until a new edition of the same are issued by Blink. These General Conditions, once accepted, also applies to any further Offer (as defined below) and/or order made by, or sale contract entered into with, Blink’s even if not expressly mentioned/attached therein. These General Conditions will be transmitted by Blink together with the Offer (as defined below). These General Conditions regulate and are an integral part of all the sales contracts concluded between Blink and the Customer (as defined below) also in cases purchase orders are received by Blink by telephone, fax, mail, email or any other means of communication.
- 1.2. Blink will not recognize any terms and conditions of the Customer (as defined below) which conflict with or deviate, also partially, from these General Conditions unless it has expressly agreed to their application in writing. These General Conditions will also apply if Blink unconditionally makes delivery to the Customer in the knowledge that the Customer’s terms and conditions contradict or deviate from these General Conditions.
- 1.3. Any exceptions or contractual conditions that are contradictory with, or different from, these General Conditions shall not apply unless they have been expressly accepted in writing by Blink.
- 1.4. Any written and/or verbal commitments of agents, distributors and/or external collaborators will legally bind Blink if expressly previously agreed in writing by the latter.

2. DEFINITIONS

- 2.1. The terms indicated below shall have the meaning assigned to them alongside each of them.
- 2.2. **Blink**: means the company which sells the Product(s), namely either **Blink S.r.l.** with registered office in Via Montefeltro, 6 - 20156 Milano (MI) – Italy, VAT number 03323850960; **Blink America LLC**, with registered office in Chicago, USA, N Avondale 6465, FEIN # 83-3159465; and **Blink Marine Australia Pty Ltd** with registered office in Unit 3/15 Parramatta Road, Underwood QLD Australia 4119, as the case might be.
- 2.3. **Contract**: shall refer to the contractual relationship established between Blink and the Customer in relation to the Product(s) regulated by these General Conditions transmitted by Blink together with the Offer based on which the Customer has placed the Order or by virtue of Blink sending an Order Confirmation without a written or formal Order, even if the Customer makes no explicit reference to these General Conditions.
- 2.4. **Customer**: shall refer to the person or entity who purchases the Product from Blink and to whom the latter delivers the Product.
- 2.5. **Delivery**: shall refer to the delivery of the Product to the Customer as set out in art. 8.
- 2.6. **Offer**: shall refer to the offer to sell the Product formulated by Blink.
- 2.7. **Order**: shall refer to the proposal formulated by the Customer specifically based on the Offer received, submitted to Blink or to an order placed by the Customer without an Offer (if no Offer is made, the Order remains still regulated by these General Conditions).
- 2.8. **Order Confirmation**: shall refer to acceptance by Blink of each Order.

- 2.9. Product: shall refer to the materials and/or standard and/or customized goods specified from time to time in the individual Orders and manufactured by Blink.
- 2.10. Threshold: shall refer to a price variation ranging between +/- 2% of the price of each Product.

3. CONCLUSION OF THE CONTRACT

- 3.1. All Offers formulated and sent by Blink spontaneously or at the request of the Customer is for information purposes only and do not bind Blink in any way unless they are expressly marked as binding. The Offer shall be considered valid only for the period of time indicated therein and exclusively for the full supply of what is listed therein.
- 3.2. The Order drafted by the Customer will be regarded as an irrevocable contractual proposal for a period of 30 days following receipt of the Order by Blink. It is understood that Blink reserves the right to accept or reject the Order sent by the Customer.
- 3.3. The Contract will be regarded as having been concluded for all intents and purposes (a) at the moment the Customer receives the written Order Confirmation from Blink, or (b) the moment Blink commences the execution of the Order, even without explicit acceptance. It being understood that Blink might, at its discretion, convey to the Customer a link that allows the latter to download the General Conditions.
- 3.4. If the details included in the Order Confirmation do not match exactly with the details in the Order, the Contract shall be deemed concluded for all intents and purposes according to the conditions described in the Order Confirmation, unless the Customer sends to Blink a written communication of non-acceptance of the changes of the Order within 3 (three) days after the Order Confirmation has been received.
- 3.5. In any case, upon receipt of the Order Confirmation, the Customer will send to Blink directly by fax or email a signed copy of the Order Confirmation and the General Conditions, together with a copy of the identity document of the legal representative and / or signatory party exercising powers of representation of the Customer.
- 3.6. For the avoidance of any doubt, it is specified it is not grant to the Customer any license in relation to the any kind of intellectual or industrial property rights of Blink or third parties which are incorporated and/or related/connected to the Product(s) further to those strictly related to the use of the Product(s).

4. MODIFICATIONS TO THE ORDER

- 4.1. Blink reserves the right to make corrections, enhancements, and other technical modifications to the Products and their components at any time and in its sole discretion.
- 4.2. Standard products are not subject to modifications at the Customer's request. Customized products may be subject to changes and/or additions upon Blink's written approval. Any request by the Customer for changes and/or additions to the design and construction of the Product after the conclusion of the Contract shall be made in writing. Blink reserves the right to accept or refuse the Customer's requests, subject to verification of the feasibility of the modifications and/or integrations. The costs and charges necessary to carry out the modifications and/or integrations shall be borne exclusively by the Customer and will be calculated on the basis of the rates in force at Blink from time to time. In any case, Blink shall not to be deemed obliged to carry out the Customer's requests until the parties have reached an agreement in writing on the consequences and the impact that the aforementioned modifications and/or additions have on the delivery date and costs. If such an agreement is not reached, the Order shall be processed according to the original characteristics included in the Order Confirmation.

5. TECHNICAL DATA, DRAWINGS, DELIVERY DOCUMENTS

- 5.1. All drawings, technical documentation, illustrations, indications of weights and dimensions of Blink's Products have only indicative value, unless expressly defined as an integral part of the sale contract. If the exact technical features of the Products are essential for the Customer, the latter shall request them to Blink.
- 5.2. Blink reserves title and/or copyright to the documents related to the Products, in particular drawings, cost estimates and plans. The Customer is not allowed to make these documents accessible to third parties or to use them for purposes other than the contractual purposes without the prior written consent of Blink. At Blink's request, the Customer must return these documents to Blink in their entirety if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a Contract.

6. PAYMENTS

- 6.1. The prices apply to the Products included in the Order Confirmation. The cost of any additional items or services shall be charged separately. All prices are net prices in the currency indicated in the Order Confirmation and subject to the addition of value added tax (VAT) or similar taxes if applicable.
- 6.2. The Customer acknowledges that if between the date of the Order/Confirmation Order and the date of delivery of the Product, there is a significant increase in the cost of raw materials, Blink reserves the right to change the price unilaterally through a communication in writing. To this end, it is specified that an increase and/or decrease in the prices indicated in the Order up to the Threshold is not to be considered significant, since it is part of normal chance and therefore tolerated, and as a consequence, if the price fluctuations fall within the Threshold, it will not be subject to revision. The above-mentioned price amendment shall be deemed accepted by the Customer, unless the latter sends to Blink a communication of non-acceptance within the following 48 hours. In case of non-acceptance by the Customer, Blink shall, at its discretion, (i) execute the Order according to previous price conditions; (ii) not execute the Order and consider the Confirmation Order forfeited for reasons non attributable to Blink itself. The new price shall be also applied by Blink starting from new Orders placed by the Customer. In any case, the applicability of article 1467 of the Italian Civil Code shall remain unaffected.
- 6.3. Unless Order Confirmation provides otherwise, prices are "Free Carrier (FCA)" (CCI Incoterms 2020) and do not include the costs of packaging, shipment, freight, postage, customs, and insurance that, if applicable, shall be charged separately. If export clearances are needed, they shall be paid and managed by the Customer.
- 6.4. Payments shall be made by the Customer in accordance with the terms set out in the Order Confirmation. Delay in payment gives Blink the right to suspend or cancel any further shipments, in addition to default interest at the rate provided for by applicable law, without the need for any notice of default by Blink, except for further damages. Moreover, the Customer will be charged with the costs of default and those necessary for the recovery of the credit.
- 6.5. Any disputes that may arise between the parties and/or claim arisen by the Customer do not release the latter from its obligation to comply with the terms and conditions of payment.
- 6.6. The Customer may not suspend or avoid payment of the price by setting off any consideration payable to it by Blink unless such offsetting is expressly accepted by Blink in writing.
- 6.7. In case of reasonable doubts about the solvency of the Customer, suspension of payments and / or change of the corporate structure of the latter and / or its submission to bankruptcy or other insolvency proceedings, compulsory or voluntary, Blink may cancel the Order and / or require additional guarantees.

7. TERMINATION OF THE CONTRACT

- 7.1. Blink, without prejudice to any legal or contractual remedies and notwithstanding its right to compensation of damage, will be entitled to, at any time, terminate the Contract if:
- a) it reasonably deems that the Customer is insolvent, or its solvency has been diminished; or
 - b) the Customer fails to comply with the payment obligations set out in the Order Confirmation and/or in the General Conditions and such a breach is not cured by the Customer within 10 (ten) days from the payment reminder sent by Blink.
- 7.2. The termination will take effect from the date the Customer receives the communication in which Blink declares that it intends to exercise the termination clause described in the previous paragraph pursuant to art. 1456 of the Italian Civil Code.

8. DELIVERY – NOTIFICATION OF DEFECTS

- 8.1. The Delivery of the Product(s) shall be deemed to have been completed when it is made available to the carrier for shipment. The Product(s) shall be shipped to the addresses mentioned in the Order Confirmation and are deemed to be delivered upon communication to the Customer that the Product(s) has/have been made available to the carrier. If the case may be, Customer shall be responsible for complying with export regulations.
- 8.2. The delivery terms provided in the Order Confirmation or agreed with the Customer, also in writing, are always purely indicative and not exhaustive. In any case, the delivery terms cannot be considered terms of the essence under the terms and for the purposes of Article 1457 of the Italian Civil Code, reflecting normal conditions of production likely to alter during the preparation of the goods. If it is provided for the payment of a deposit or advance to the order, the terms remain suspended until the deposit or the advance itself are not received by Blink. Delays in delivery do not entitle the Customer to claim damages and/or reimbursements or other rights.
- 8.3. Delivery terms shall be deemed extended automatically:
- a) if events beyond Blink's reasonable control, such as, but not limited to, pandemics, industrial action, strikes, transport difficulties, natural events, wars, street riots, administrative seizure measures, embargoes, laws or regulations of any territorial body or administrative authority, non-delivery or delayed delivery of processing materials by suppliers, epidemics, pandemics, business closures ordered by order of the Authority, prevent or make delivery within the agreed terms excessively burdensome;
 - b) in case the Customer is not compliant with payments for other supplies, the starting date of the terms is suspended and Blink can delay deliveries until the Customer has paid the amounts due.
- 8.4. The Delivery terms are established in favor of Blink; therefore, the Customer cannot refuse to take delivery of the Products before the established date.
- 8.5. Upon delivery of the Products, the Customer must, without delay, examine the Products and must, if it finds a defect, immediately (and in no case later than 3 days after receipt) notify it to Blink without delay, under penalty of forfeiture. If the Customer fails to notify Blink of a defect within 3 days, the Products will be deemed accepted unless the defect was such that it could not be discovered at the time of the examination (hidden defect). In case of hidden defect, the latter must be notified within 3 days from the detection of such defect. The reporting of the defects will not release the Customer from its duty to pay the price of the Product on the agreed due dates; under no circumstances the Customer is entitled to avoid or delay the payments owing to Blink. Notwithstanding the execution of the Delivery, Blink is entitled to issue an invoice for the entire price of the Product and the related costs as set out in the Order Confirmation.

9. PACKAGING AND TRANSPORT

Unless otherwise agreed (i) the standard packaging of the Product is under the responsibility and at the expenses of Blink and transport of the Product is under the responsibility and at the expense of the Customer; (ii) the Product is transported at the risk of the Customer ex-works, from the Blink premises. In this respect, Blink and the Customer explicitly refer to the INCOTERMS 2020. The risk of accidental loss or deterioration of the Products passes to the Customer in all cases upon delivery to the carrier, including where carriage paid delivery has been agreed.

10. PRODUCT WARRANTY IN CONTRACTUAL RELATIONS BETWEEN PROFESSIONALS (B2B)

- 10.1. Blink shall provide the Customer with a product warranty covering any manufacturing defect, or defects affecting the intrinsic characteristics of the Product that are duly notified in accordance with these General Conditions. No warranty is given on wear parts. No warranty is given in case of failure to comply with the instructions for use and safety rules, incorrect maintenance, and failure to use original spare parts. Any modification to the Product not previously authorized in writing by Blink will automatically exclude the warranty.
- 10.2. The legal warranty of the Product is valid for a period of 24 months starting from the date of Delivery.
- 10.3. Activation of the warranty is furthermore strictly dependent on regular payment to Blink and, in the case of payments by installments, will remain suspended until full payment of the Products as per the Order Confirmation, without this period of suspension giving rise in any way to an extension of the warranty period indicated in article 10.2 above.
- 10.4. In case of defects, Customer shall send to Blink a notice of claim within, under penalty of forfeiture, 8 days after the discovery of the defect that must be accompanied by: (i) analitic description of the defect found by the Customer; (ii) Order Confirmation number, if any; (iii) lot number of the goods; (iv) photographic support of the claimed defect.
- 10.5. Subject to verification by Blink with ascertaining the existence of defects and/or non-conformities affecting the Product that are objectively attributable to Blink, the Customer will be exclusively entitled to defect repairment (with exception of wear parts) or replacement of the Product free of charge, at Blink's discretion, with the express exclusion of any further right of compensation, reimbursement, indemnification or similar, exercisable by the Customer or its customers (in no case shall Blink be liable for any kind of damage, loss of production, loss of business, loss of profit or any other direct, indirect or consequential damages). The breaking, disassembly, or intervention, not previously authorized in writing by Blink, on any damaged component invalidates the warranty of the related Product with immediate effect.
- 10.6. The return costs for the evaluation of the Products under warranty shall be borne by the Customer. In case the warranty applies, the Product will be repaired or changed according to this General Conditions and shipped to the Customer free of charge.
- 10.7. No warranty of merchantability and no fitness for a particular purpose, use, industry is granted by Blink. The Customer is the sole party liable for ensuring the Product performs correctly and fits within the application/system in which it will be installed/used as well as for ensuring that the Product properly works and complies with all legal and regulatory requirements concerning the application/system where the Product will be installed/used/connected.
- 10.8. The Products, also standard ones, are configured by Blink according to the specific customer's request. Blink assumes no liability in relation to the configuration of the operating parameters, installation and proper connection of the Products, as well as in relation to the testing and validation of the system/machinery/vehicle, which is done under the sole care and responsibility of the Customer. Malfunctions and/or incompatibility of the Product with the system and/or machinery/vehicle in which the Product is installed/connected and/or the system/machinery/vehicle itself, cannot therefore arise Blink's liability. With no prejudice to article 10.5 above, Blink can be held liable for any Product's nonconformities, only in the event that the Product's operating parameters, measured by Blink upon receipt of the same under

the General Conditions, deviate from those requested by the Customer through the completion of the shared information.

11. PRODUCT WARRANTY IN RELATIONS WITH CONSUMER (B2C)

- 11.1. Blink is responsible towards Customers which are considered "Consumers" (i.e. the natural person who purchases the Products for purposes unrelated to his commercial, craft, business or professional activity), in accordance with articles 130 and 132 of the legislative decree 206/2005 or similar mandatory regulations in force in the states where the Products are sold to the Customers, for any lack of conformity of the Products (with exclusion of wear parts) existing at the time of delivery, up to 24 (twenty-four) months from the delivery of the Products to the Customer. The lack of conformity is considered to exist if: (i) the Product is not suitable for the use for which goods of the same type are usually used; or (ii) it does not comply with the description or does not possess the qualities referred to in the sample or model possibly shown by Blink or (iii) does not offer the usual qualities and performance of a good of the same type that the Consumer-Client can legitimately expect; or (iv) is not suitable for the particular use desired by the Consumer-Client if brought to the attention of Blink at the time of purchase and accepted by the latter. Also in case Contracts with customers are entered into, articles 10.5, 10.7 and 10.8 above applies.
- 11.2. The Consumer-Client will lose his rights recognized by article 130, paragraph 2 of Italian Legislative Decree 206/2005 or similar mandatory regulations in force in the states where the Products are sold to the Customers if he does not report the conformity defect to Blink within two (2) months, or the time mandatory provided for in the applicable law, from the date on which he discovered the defect.
- 11.3. Blink will make every diligent effort to replace at its own care and expense, with other Products of the same quality and title available in its warehouses, those products delivered which are damaged or defective, provided that they have been returned by the Consumer-Client in their original packaging (complete with all parts). If the replacement with the same product is not possible, Blink will refund the Consumer-Client the amount paid for the defective product, excluding any further responsibility for any reason.
- 11.4. The shipping costs of sending the Consumer-Client to Blink for assistance will be entirely borne by the Consumer-Client, while those related to the return will be entirely borne by Blink.
- 11.5. No warranty is given in case of failure to comply with the instructions for use and safety rules, incorrect maintenance, and failure to use original spare parts. Any modification to the Product not previously authorized in writing by Blink will automatically exclude the warranty.

12. FORCE MAJEURE

- 12.1. If extraordinary and unforeseeable events occur that are the result of force majeure and which prevent or delay the fulfillment of the Blink's obligations (such as strikes, epidemics, war, fire, objective difficulties in sourcing Product parts, natural disasters, etc.), the term of the execution of the Order by Blink will be understood to have been extended for the time of the duration of such events and their effects.
- 12.2. Blink undertakes to notify the Customer promptly and in writing the occurrence of the causes of the force majeure event and shall take all suitable measures to limit its effects.
- 12.3. If the aforementioned force majeure events last for a period exceeding 6 (six) months, each party will be entitled to terminate the Contract by simply submitting a written communication in this respect to the other party.

13. RETENTION OF TITLE

- 13.1. Blink retains ownership of the Products supplied until the agreed price has been paid in full.
- 13.2. If the Customer breaches the Contract, in particular if it is in default of payment, Blink may repossess the Products and dispose of them.

14. WITHDRAWAL

- 14.1. In the event that the Customer reduces the guarantees he had given or does not provide the guarantees he had promised, Blink will have the right to withdraw from the contract.
- 14.2. The Consumer which is a Customer has the right to withdraw from the contract, without giving reasons, within 14 (fourteen) days. The withdrawal period expires after 14 (fourteen) days from the day on which the Consumer-Client or a third party, other than the carrier designated by him, acquires physical possession of the Products. In case of a contract related to multiple Products ordered by the Consumer-customer, in a single order and delivered separately, the withdrawal period expires after 14 (fourteen) days from the day in which the Consumer-customer or a third party, different from the carrier designated by him, acquires physical possession of the last product.
- 14.3. In order to exercise the right of withdrawal, the Consumer-customer is required to inform Blink at one of the addresses indicated in the letterhead. The Consumer-customer will have to communicate his decision to withdraw from the contract stipulated with Blink by means of an explicit declaration, sending a letter by registered letter, fax or electronic certified mail to the above-mentioned addresses. In order to respect the withdrawal period, it is sufficient for the Consumer-customer to send the communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.
- 14.4. If the Consumer-customer withdraws from the contract stipulated with Blink, he will be reimbursed for all the payments he has made, including the delivery costs without undue delay and in any case not later than 14 (fourteen) days from the day in which Blink was informed of the Consumer-customer's decision to withdraw from the contract. These refunds will be made using the same means of payment used by the Consumer-customer for the initial transaction, unless he has expressly agreed otherwise; in any case, the Consumer-CUSTOMER will not have to bear any cost as a consequence of this refund. The refund may be suspended until receipt of the goods, or until the Consumer-customer demonstrates that he/she has returned the goods, whichever comes first.
- 14.5. The Consumer-customer must return the goods or deliver them to Blink at the following address: via Montefeltro, 6 – 20156 Milano (MI) – Italy , without undue delay and in any case within 14 (fourteen) days from the day in which he communicated to Blink his withdrawal from the contract. The term is respected if the Consumer-customer returns the goods before the expiry of the 14 (fourteen) day period. The direct costs of returning the goods will be borne by the Consumer-customer.
- 14.6. The Consumer-customer may not exercise the right of withdrawal if the goods are custom-made and/or clearly personalized.
- 14.7. The Customer other than the Consumer-customer cannot withdraw from the contract.

15. COMMUNICATIONS

- 15.1. All communications under these General Conditions shall be considered as having reached the addressee, if sent by courier or by registered letter with return receipt, upon delivery at the address of the relevant party and if sent by e-mail, when dispatched.

16. PRIVACY

With the order placement, the Customer expresses consent to the processing of personal data pursuant to Art. 13 GDPR – Regulation (EU) 2016/679 - and confirms having read and accept specific information available in an extended version available on the Blink's website. The processing, storage, transmission of personal data take place in compliance with all precautionary measures, which guarantees their security and confidentiality, in accordance with the provisions of the GDPR, for the sole purpose of being able to effectively fulfil the obligations provided for by legal, civil and fiscal regulations related to the economic activity of Blink, including the management of receipts and payments deriving from the execution of Contracts.

17. SEVERABILITY

If any provision in these General Conditions, Offer, Order and Order Confirmations or other agreements between the parties is found to be invalid or unenforceable, the other provisions will remain in effect in full and the parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable provision with a comparable provision that is enforceable and valid, taking into account the objective and purport of the provision declared null and void or overturned as far as possible. The failure of the parties to reach an agreement on such a replacement provision shall not affect the validity of the other provisions.

18. APPLICABLE LAW AND DISPUTES RESOLUTION

- 18.1. These General Conditions and the Contracts are governed by Italian law.
- 18.2. Without prejudice to cases of jurisdiction provided for mandatory provisions of law, any dispute arising out of the Contracts or in relation to these General Conditions shall be exclusively submitted to the competence of the court of Milan.

For Acceptance

Date and Signature of the Customer

The Customer expressly approves in writing, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following articles: art. 3 (Conclusion of the contract); art. 6 (Payment of the price); art. 8 (Delivery – Notification of defects); art. 10 (Product warranty in contractual relations between professionals); art. 11 (warranty in relations with consumer (b2c)); art. 14 (Withdrawal); art. 17 (Applicable law and disputes resolution).

For Acceptance

Date and Signature of the Customer