



POWER FROM WITHIN

STANDARD CONDITIONS OF SALE

TECHNICAL GUIDE

TERMS AND CONDITIONS OF SALE

The Buyer's attention is drawn in particular to the provisions of clause 12.3 (Intellectual Property Rights Indemnity) and to clause 14 (Liability).

Selected defined terms are set out in clause 17 (Interpretation), below.

1. APPLICABILITY OF THESE CONDITIONS

- 1.1. Mecc Alte (UK) Limited, a company registered in England and Wales (company number 03320100) with registered office address at C/O PINI FRANCO LLP, 22-24 Ely Place, London, EC1N 6TE (the "Seller") only provides goods (including Products) and associated services under an Agreement. An Agreement only arises between the Parties if it is made in accordance with clause 2 (Orders and Formation of Agreements).
- 1.2. Where an Agreement arises between the Parties in accordance with clause 2 (Orders and Formation of Agreements), the terms and conditions set out in this document (the "Conditions") apply to such Agreement to the exclusion of any other terms that the Buyer purports to impose or to incorporate (even if such terms are set out in an Order or any other document issued by the Buyer to the Seller). The Buyer waives any right it might otherwise have to rely on any terms which are inconsistent with these Conditions, including any terms which are delivered with, contained in, endorsed upon and/or referred to in any of the Buyer's documents, communications and/or website.
- 1.3. To the fullest extent permitted by law, no terms shall be implied into an Agreement by law, trade custom, practice or course of dealing.

2. ORDERS AND FORMATION OF AGREEMENTS

- 2.1. To request Products, the Buyer shall issue an Order to the Seller. An Order constitutes an offer by the Buyer to purchase Products in accordance with these Conditions.
- 2.2. An Order issued by the Buyer shall include details of all Products (including the Prices for such Products) requested by the Buyer.
- 2.3. Following receipt of an Order, if the Seller chooses to respond to the Order, the Seller may, in its absolute discretion: (a) reject the Order; (b) reject the Order and send the Buyer details of proposed amendments to the Order and request that the Buyer issues, in accordance with clause 2.2, above, a new Order which incorporates such amendments; or (c) accept the Order in accordance with clause 2.4, below.
- 2.4. An Order shall only become accepted when the Seller has issued an Order Acknowledgement to the Buyer in respect of such Order, at which point and on which date an Agreement incorporating these Conditions and the terms set out in the Order Acknowledgement shall come into existence between the Parties.
- 2.5. For the avoidance of doubt, none of the following shall constitute an offer made by the Seller: (a) the content of the website at www.meccalte.com; (b) any sales brochure or catalogue; (c) any Price estimate or Price quotation; (d) any request under clause 2.3(b), above, to amend an Order; and (e) any other statement or document issued by the Seller. Consequently, any purported acceptance by the Buyer of any of the foregoing shall be deemed not to be an acceptance thereof and shall not cause formation of an Agreement or any other agreement between the Parties.
- 2.6. Unless stated otherwise in the applicable Order Acknowledgement, each Agreement shall incorporate and Products shall be delivered in accordance with the Incoterm known as "FCA", as defined in 'Incoterms 2020', published by the International Chamber of Commerce (as amended and/or supplemented from time to time). In the event of any inconsistency between these Conditions and the FCA Incoterm, the terms of these Conditions shall prevail.
- 2.7. The Seller issues standard documentation typically used in ordinary sale transactions, namely an invoice and packing list. Any additional document must be requested by the Buyer in or at the time of issue of an Order since it has to be taken into consideration as part of Seller's commercial offer. The Seller reserves the right to refuse to issue additional documentation requested after delivery of Products if such documentation was not requested in or at the time of the Order.

3. PRODUCTS

- 3.1. The technical specifications that apply to a Product (the "**Specifications**"), if any, are: (a) those set out in the Order Acknowledgement for such Product; or (b) where the Order Acknowledgement has no Specifications for such Product, those specifications set out in the website at www.meccalte.com, if any, on the date of the Order Acknowledgement for such Product.
- 3.2. The Buyer acknowledges that, from time to time, the Seller stops supplying certain Products and also makes material variations to the Specifications for certain Products and, consequently, the Seller is likely to reject an Order requesting any such Products and to propose an amendment to such Order in accordance with clause 2.3(b), above. For the avoidance of doubt, unless permitted under an Agreement, permitted by law or otherwise agreed by the parties, any such material variation to Products or cessation of production of Products shall not affect an existing Agreement made between the Parties.
- 3.3. The Buyer shall use, and, where applicable, sell the Products in compliance with: (a) all applicable laws and regulations in force from time to time in any applicable jurisdiction; and (b) the Seller's reasonable instructions, these Conditions, all applicable Specifications, any terms set out in a relevant Agreement and the requirements of any other document provided by the Seller. This clause shall survive termination or expiry of each Agreement.

4. PRICES

- 4.1. The prices of the Products (the "**Prices**" and, individually, a "**Price**") exclude: (a) amounts in respect of value added tax ("**VAT**"), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and (b) any additional taxes, duties, charges or levies which may be levied on the Products in any jurisdiction. The Buyer shall pay any such taxes, duties, charges and/or levies as and when they become due.
- 4.2. Subject to clause 4.3, below, the Prices payable under an Agreement, including the currency of such Prices, shall be those set out in the Order Acknowledgement, or, if no Price is quoted in such Order Acknowledgement, the Prices set out in the Seller's website at www.meccalte.com and/or in the Seller's published price list in force as at the date of delivery of the relevant Products.
- 4.3. Once an Agreement for the supply of Products has been duly formed, if there is an increase in the Seller's costs of providing a Product in such Agreement, and such increased costs arise from any event beyond the Seller's control (including, but not limited to, the increased costs of materials and/or labour which exceed 2% (two per cent) of the Price for such Product as set out in the Order Acknowledgement), no later than 10 (ten) days before the delivery date for such Product, the Seller may give the Buyer written notice that the Price for such Product has increased to reflect such increase in the Supplier's costs (a "**Price Increase Notice**"). No later than 5 (five) days after the date of receiving a Price Increase Notice, the Buyer may give written notice to the Seller requiring that any Product listed in such Price Increase Notice shall be removed from the scope of the applicable Agreement and the Buyer shall not be required to pay for such Product. If the Buyer does not give such written notice to the Seller within such period of 5 (five) days, the Buyer shall be deemed to have accepted such increased Price for such Product."
- 4.4. Upon request of the Seller, the Buyer shall inform the Seller of any reselling of the Products to third parties and the terms and conditions thereof, specifying if the resale is related to Products which either: (i) have been installed into a generator set; or (ii) are sold separately by other components.

5. PAYMENT

- 5.1. The Seller may issue an invoice relating to an Agreement on or after delivery of the Products provided under such Agreement. Details of the time period for payment by the Buyer of the amounts due under an invoice are set out in the Order Acknowledgement applicable to such invoice. For the avoidance of doubt, except if permitted under clause 11 (Force Majeure), the Buyer may not delay payment of any Prices due under an Agreement under any circumstances including, but not limited to, circumstances where: (a) the Buyer is unable to obtain equipment which the Buyer intends to connect to any Products; and/or (b) the Products have not been collected or tested by or on behalf of the Buyer.
- 5.2. All amounts due under an Agreement shall be paid in full and in clear funds without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding of tax required by law). If any such deductions

or withholdings are required by any law, the Buyer shall pay such sums as will, after such deduction or withholding has been made, leave the amount which would have been received by the Seller under the Agreement in the absence of any such requirement to make a deduction or withholding.

- 5.3. Payments of Prices shall be deemed to have been made when such Prices have been received in clear funds at the Seller's bank account.
- 5.4. If the Buyer fails to make a payment due to the Seller under an Agreement by the due date, without limiting the Seller's remedies under clause 15 (Termination), the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 5.4 shall accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when such base rate is 0% or lower.

6. DELIVERY

- 6.1. Unless otherwise stated in the Order Acknowledgement, for the purposes of FCA under Incoterms 2020, the named place for delivery shall be the Seller's premises.
- 6.2. Any delivery dates specified in relation to any Products, whether in an Order Acknowledgement or elsewhere, are only approximate dates and the time and date of delivery shall not be of the essence, unless otherwise agreed in writing by the Parties. For the avoidance of doubt, any delay in the delivery of any Products shall not entitle the Buyer to terminate the Agreement for such Products.
- 6.3. The Seller shall not be liable for any failed or delayed delivery of any Product where such failure or delay is caused by the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 6.4. Without prejudice to clause 6.3, above, if the Seller fails to deliver any Product, the Seller's liability shall be limited to the costs and expenses incurred by the Buyer in obtaining a replacement product of similar description, functionality and quality in the cheapest market available, less the Price paid by the Buyer for such Product.
- 6.5. The Seller shall be entitled to deliver the Products by means of partial lots, even if not expressly provided by the Order Acknowledgement. Any failure or delay in delivery of a lot or any or defect in any lot shall not entitle the Buyer to cancel any other lot.
- 6.6. The Buyer must store the Products under the conditions specified by the Seller in the Specifications, or as specified during a technical consultation performed for the Buyer and/or as specified in an Agreement. The Seller will not be responsible for any loss or damage if the Buyer does not comply with such Specifications and instructions specified by the Buyer.

7. INSTALLATION AND TESTS

Specific tests requested by the Buyer, to be carried out on the Buyer's premises and/or by its representatives, must be specified in the Order Acknowledgement and are always at the Buyer's expense. Expenses concerning additional testing and/or installation of the Products, which are not caused by Seller's default, shall be exclusively borne by the Buyer.

8. RETENTION OF TITLE

- 8.1. The Seller will retain title to the Products and title in such Products shall pass to Buyer only upon payment in accordance with these Conditions of the entire Price due for such Products.
- 8.2. If the Buyer sells any Products during the period in which the Seller retains title to such Products, the Buyer shall be deemed to act as the Seller's agent when selling such Products and on the following terms: (a) the Buyer shall only sell such Products to solvent purchasers of good financial standing; (b) any sale shall be on an arm's-length, commercial basis; (c) the benefit of all agreements for the sale and the proceeds of all sales of any such Products shall be held by the Buyer on trust for the Seller; and (d) the amount thus collected shall be set aside for payment to the Buyer of the Price for such Products.

9. WARRANTY

- 9.1. The terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from each Agreement.
- 9.2. Save where agreed by the Parties in an Order Acknowledgement or otherwise in writing, the Seller warrants, in respect of any Products, for a period of 24 (twenty-four) months from delivery of such Products in accordance with clause 6 (Delivery), or such other period as the Parties may agree in writing (the "**Warranty Period**"), that such Products shall:
- () be free from material defects in material and workmanship;
 - () conform in all material respects with the relevant Specifications, if any; and
 - () not be subject to an efficiency variation over +/-10% (ten per cent) (which is deemed to be the usual tolerance level).
- 9.3. Subject to clause 9.4, below, and to compliance by the Buyer of its obligations in clause 10 (Acceptance) and provided that the Buyer is not in default of any payment obligation due under any Agreement, if during the Warranty Period for any Products, the Buyer gives notice to the Seller that such Products do not comply with the warranty in clause 9.2, above, the Seller shall, at its option, replace or repair, free of charge, such non-conforming Products, save that the Buyer shall be responsible for all transport costs associated with the repair or replacement of such Products.
- 9.4. The Seller shall not be obliged under clause 9.3, above, to repair or replace any Products if:
- (a) such Products have not been correctly installed, assembled or commissioned;
 - (b) such Products have been used in abnormal conditions and/or have been used in a way that does not comply with any applicable Specifications or with the uses indicated by the Seller or made available on the website at www.meccalte.com or elsewhere;
 - (c) such Products have been used for a purpose for which they are not intended;
 - (d) such Products have not been properly maintained and/or have not been stored in accordance with good industry practice; and/or
 - (e) the non-compliance with the warranty in clause 9.2, above, arose because:
 - () of fair wear and tear, wilful damage and/or negligence;
 - () in supplying the Products, the Seller followed any drawing, design, specification, instruction or information supplied by the Buyer;
 - () the Buyer modified and/or repaired the Products without the Seller's written consent; and/or
 - () of any other action or inaction of the Buyer or any third parties in respect of such Products.
- 9.5. Except as provided for in this clause 9, the Seller shall have no liability to the Buyer in respect of any failures by any Products to comply with the warranty set out in clause 9.2, above.

10. ACCEPTANCE

- 10.1. The Buyer shall examine the Products promptly and with due diligence and care at the time of delivery of the Products.
- 10.2. In order to be entitled to the warranty provided for by clause 9 (Warranty), the Buyer shall immediately notify the Seller in writing that the Products are defective or not in compliance with their technical details and specifications upon their delivery.
- 10.3. In case the defect or the lack of compliance are not recognizable upon delivery, the Buyer shall inform the Seller within 8 (eight) days from the date in which the defect or the lack of compliance has been discovered or which should reasonably have been discovered under an ordinary inspection. Notice by the Buyer shall be made in writing and shall contain a full description of the defects and faults and the details of the supply (in particular, date and

order number, date of delivery, date and number of the invoice, lot number).

- 10.4. Upon expiry of a 30-days term from the date of the delivery without the Buyer claiming for defective or non-complying Products, the delivered Products shall be deemed as definitively and conclusively accepted by the Buyer.
- 10.5. The Buyer shall keep the defective Products in separate storage at its own expense and shall allow the Seller to inspect such Products at any reasonable time. Upon written request by the Seller, the Buyer shall return to the Seller the defective Products at the Buyer's own costs.
- 10.6. Any claims made by the Buyer pursuant to this clause shall not entitle the Buyer to cancel an Order or to suspend the payments for the Products.

11. FORCE MAJEURE

- 11.1. Neither Party shall be in breach of an Agreement or be otherwise liable for any failure or delay in the performance of its obligations if such failure or delay results from a Force Majeure Event. The time for performance of such obligations shall be extended by an amount equal to the duration of such Force Majeure Event. If the period of delay or non-performance continues for 60 (sixty) days, the Party not affected by such Force Majeure Event may terminate the Agreement by giving 14 (fourteen) days' written notice to the affected Party.
- 11.2. "Force Majeure Event" shall mean any event beyond a Party's reasonable control, which, by its nature, could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources, failure of a transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant and/or machinery which has been subject to appropriate maintenance, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics or similar events, natural disasters, extreme adverse weather conditions and delay and/or default of suppliers and/or subcontractors.

12. INTELLECTUAL PROPERTY (including indemnity)

- 12.1. Each Party shall retain ownership of its own Background Intellectual Property Rights and nothing in these Conditions shall operate to (or be construed to) transfer or assign any rights of ownership in such Background Intellectual Property Rights.
- 12.2. In respect of any Product or part thereof made to or based on a design and/or other requirements provided by or on behalf of the Buyer (a "Commissioned Item"), the Buyer hereby grants the Seller a non-exclusive licence to use, access, copy, maintain, modify, enhance and create derivative works of such design and/or requirements for the sole purpose of the manufacture and supply of such Commissioned Item.

Intellectual Property Rights Indemnity

- 12.3. The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect and consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection: (a) the manufacture, possession, use, delivery, sale and or other provision by the Seller of any Commissioned Item; and (b) the possession, use and/or sale or other onward supply by the Buyer of any Commissioned Item. This clause 12.3 shall survive termination or expiry of the relevant Agreement.

13. CONFIDENTIALITY

- 13.1. Each Party shall safeguard the other party's Confidential Information as it would its own Confidential Information. Each party shall use and copy that Confidential Information only in connection with the proper performance of each Agreement and shall not disclose that Confidential Information to anyone except as provided in clause 13.2, below.
- 13.2. Nothing in these Conditions shall be construed so as to prevent one Party (or its directors, officers, employees, agents, subcontractors, auditors or professional advisors) from disclosing the other Party's Confidential

Information where required to do so by law or by a court or other competent authority, provided that, unless prevented by law, the first Party promptly notifies the other Party in advance and discloses only that part of the other Party's Confidential Information that it is compelled to disclose.

14. LIABILITY

- 14.1. Subject to clause 14.2 and to clause 14.3, the liability of the Seller under or in connection with each Agreement, whether arising from contract, negligence or otherwise shall not exceed an amount equal to 100% of the Prices paid, due to be paid and payable in respect of such Agreement.
- 14.2. Subject to clause 14.3, neither Party shall be liable for any: (a) indirect or consequential loss; (b) loss of profits; (c) loss of sales or business; (d) loss of anticipated savings; or (e) loss of or damage to goodwill.
- 14.3. Nothing in these Conditions excludes or limits a Party's liability: (a) for death or personal injury caused by negligence; (b) arising out of its wilful misconduct, its repudiatory breach of an Agreement or its abandonment of an Agreement; (c) for fraud or fraudulent misrepresentation; (d) arising as a result of Malpractice; (e) for breach of the terms implied by section 12 of the Sale of Goods Act 1979; and (f) for anything else that cannot be excluded or limited by law.
- 14.4. This clause 14 shall survive termination or expiry, as applicable, of each Agreement.

15. TERMINATION

- 15.1. Without limiting its other rights or remedies, the Seller may terminate any Agreements with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer commits a material breach of any term of an Agreement and (if capable of remedy) the Buyer fails to remedy such breach within 7 (seven) days of the Seller's written notice to remedy such breach;
 - (b) the Buyer fails to pay any amount due under an Agreement on the due date for such payment;
 - (c) the Buyer has breached any of its obligations under clause 12 (Intellectual Property) and/or clause 13 (Confidentiality);
 - (d) the Buyer breaches clause 3.3;
 - (e) the Buyer causes direct or indirect loss to property or persons;
 - (f) the Buyer engages in Malpractice; and/or
 - (g) the Buyer suffers an Insolvency Event.
- 15.2. Without limiting any other rights or remedies, the Seller may suspend delivery of the Products under any Agreement or any other contract between the Buyer and the Seller if:
- (a) the Buyer fails to pay any amount due under an Agreement on the due date for such payment; and/or
 - (b) the Buyer is subject an Insolvency Event or if the Seller reasonably believes that the Buyer is about to become subject to an Insolvency Event.
- 15.3. Upon termination of an Agreement for any reason the Buyer shall immediately pay to the Seller all the Seller's outstanding unpaid invoices due in respect of such Agreement and applicable interest, in respect of Products supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 15.4. Termination of an Agreement, however arising, shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at the date of such termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of such termination.
- 15.5. Any provision of an Agreement which expressly or by implication is intended to survive termination or expiry of such Agreement shall continue in full force and effect.

16. GENERAL

- 16.1. Each Agreement is the entire agreement between the Parties regarding the Products and any other matters which

are the subject of such Agreement and replaces all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to such Products and other matters, if any.

- 16.2. The Parties do not intend any third party to have the right to enforce any provision of any Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.3. The Parties agree that no representations, warranties, undertakings or promises have been expressly or impliedly given in respect of the subject matter of any Agreement other than those which are expressly stated in such Agreement.
- 16.4. No variation of an Agreement shall be effective unless it is expressly permitted by these Conditions or is in writing and signed by or on behalf of each Party.
- 16.5. A failure or delay in exercising, or a single or partial exercise of any right or remedy under an Agreement or provided by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. A waiver of a breach of an Agreement shall not constitute a waiver of any other breach.
- 16.6. If any provision or part-provision of an Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of such Agreement. If any provision of an Agreement is deemed deleted under this clause 16.6, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. INTERPRETATION

- 17.1. In these Conditions, the following terms have the following meanings: “**Agreement**” means a binding agreement between the Parties, governed by these Conditions, for the sale and purchase of Products listed in an Order Acknowledgement; “**Buyer**” means a person that orders Products from the Seller under an Order; “**Background Intellectual Property Rights**” means all intellectual property rights either conceived or developed prior to performance of an Agreement, or developed independently during the term of an Agreement but not developed in the performance of the services provided under an Agreement; “**Confidential Information**” means all information of a confidential nature concerning a Party, whether created before or after the date of the Agreement, whatever its format, and whether or not marked “confidential”, including technical information, samples, designs, information concerning the business, assets, affairs, customers, clients and/or suppliers of a Party and any other information expressly designated as confidential; “**Insolvency Event**” means when a party becomes unable, admits its inability or is declared unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as amended) or suspends or threatens to suspend making payments on any of its debts; ceases or threatens to cease to carry on the whole or a substantial part of its business; has levied upon its property or assets any distress or execution (or analogous process); proposes or enters into any voluntary arrangement, compromise, or composition or scheme of arrangement with, or for the benefit of, its creditors; has passed any resolution to wind up such other party (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency), has presented against it any petition to wind up and such petition is not withdrawn or dismissed within fourteen days or has an order for its winding up made against it; is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it; has a receiver or administrative receiver appointed over all or any of its undertaking, property or assets; applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; is dissolved or otherwise ceases to exist; or the equivalent of any of the events, proceedings or steps described in above in relation to such other party under the laws of any jurisdiction; “**Malpractice**” means conduct involving any of: (a) failing to comply with money laundering legislation as set out in Part 7 of the Proceeds of Crime Act 2002 and regulations enacted since the coming into force of that act; (b) the commission of fraud under the Fraud Act 2006; (c) giving or receiving any financial or other advantage that may be construed as a bribe under the Bribery Act 2010 or any other applicable law enacted in relation to fraud or bribery; (d) the facilitation of tax evasion under Part 3 of the Criminal Finances Act 2017 or any other applicable law enacted in relation to tax evasion; and/or which committing any offence under the Modern Slavery Act 2015; “**Order**” means the Buyer’s written request for Products, as set out in a purchase order issued by the Buyer; “**Order Acknowledgement**” means a written document in a form determined by the Seller, issued by the Seller, which acknowledges receipt of an Order and which sets out details (including details of the Products) applicable to such Order; “**Prices**” has the meaning given in clause 4 (Prices); and “**Product**” means a product (or

any part of such product) to be provided by the Seller under an Agreement, as set out in an Order Acknowledgement.

17.2. In these Conditions, unless otherwise stated, reference to: (a) a statute or statutory provision includes a reference to any statutory amendment, consolidation or re-enactment of it to the extent in force from time to time and all orders, regulations, instruments or other subordinate legislation; (b) a "person" includes a legal or natural person, partnership, association, trust, company, corporation, joint venture, government, state or agency of the state or other body; and (c) any agreement (including any Agreement) or other document or the provisions of thereof is a reference to that agreement, document or provision as amended, varied, novated, supplemented, extended, restated or replaced from time to time.

18. GOVERNING LAW AND JURISDICTION

These Conditions and each Agreement and any non-contractual obligations arising in connection with them are governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising in connection with these Conditions and each Agreement, including disputes relating to any non-contractual obligations.

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