

GENERAL TERMS AND CONDITIONS OF SALE

1. General provisions

The terms and conditions indicated below form an integral part of the contracts concluded between the Seller and the Purchaser for the supply of the Seller's products.

The General Conditions of Sale apply to all transactions concluded between the Seller and the Purchaser without the need for express reference to them or a specific agreement in this regard upon the conclusion of each individual transaction. Any condition or different term shall be applied only if confirmed in writing by the Seller.

The Seller reserves the right to modify, supplement or vary the General Conditions of Sale, annexing said changes to the offers or to any correspondence sent in writing to the Purchaser.

2. Offers and Orders

The Seller's offers shall not be considered binding, in particular with reference to quantities, prices and delivery terms.

Orders placed by the Purchaser shall not be accepted until they have been confirmed in writing by the Seller on own letterhead. In the event that the Seller does not provide for the written confirmation of a verbally negotiated order, the issuing of the invoice by the Seller or the execution of the order by the Seller shall be considered as confirmation.

Orders and/or changes to orders made verbally or by telephone must be confirmed in writing by the Purchaser. Otherwise, the Seller assumes no responsibility for any errors or possible misunderstandings.

3. Prices and Payment Terms

The prices of the products do not include VAT, which must be paid upon delivery or in accordance with the specific provisions indicated on the invoice.

Taxes, duties, shipping, insurance, possible installation, training for the end user, after-sales service are not included in the sales prices.

In addition to the other remedies permitted by the applicable law or by these General Conditions of Sale, the Seller reserves the right to charge default interest on late payments from the date on which payment entitlement has accrued, calculated at the official reference rate of the European Central Bank.

In the event that the Purchaser does not make the payment within the terms and according to the methods indicated by the Seller or in the event that the Purchaser's activity is conducted not in accordance with the ordinary course of business involving, without any limitation, the issuance of seizure or protests, or when payments have been delayed or bankruptcy proceedings have been requested or brought forward, the Seller has the right, at its discretion, to suspend or cancel further deliveries and to declare any claim arising from the business relationship as immediately due. Furthermore, the Seller may in such cases request advance payments or a guarantee deposit.

The Purchaser has no right to proceed with any compensation, withholding or reduction except in the event that the claim in this regard has been definitively and judicially accepted.

4. Delivery Terms

Unless otherwise agreed in writing, any delivery term indicated shall not be binding on the Seller. Unless otherwise agreed between the parties, the indicative delivery term is as specified in the order confirmation.

The Seller reserves the right to make reasonable partial deliveries.

Any responsibility for delivery resulting from force majeure or other unforeseeable events not attributable to the Seller, including, without any limitation, strikes, lockouts, provisions of the public administration, subsequent blockages of the possibilities of export or import, in consideration of their duration and of their scope, shall release the Seller from the obligation to respect any delivery terms agreed.

The Seller shall not be obliged to accept returned products unless it has been expressly agreed in writing. Any cost incurred for this purpose shall be borne by the Purchaser.

5. Inspection and Acceptance of Products

Upon taking delivery of the Products, the Purchaser shall immediately:

- Check the quantities and packaging of the Products and record any objections in the delivery note;
- Check the conformity of the Products with respect to as indicated in the order confirmation and record any discrepancy in the delivery note.

In the case of defects, the Purchaser must comply with the following procedures and terms:

- The communication must be made within no more than 30 (thirty) calendar days from the time of taking delivery of the Products by the Purchaser. In the event that the dispute is related to a defect that, despite the initial inspection, has remained hidden, the complaint must be made as soon as possible by the end of the business day in which the defect was discovered and, in any case, no later than one week after taking delivery of the Products;
- The detailed communication must be sent in writing to the Seller within the terms indicated above. Any communication made by telephone shall not be accepted;
- The communication must clearly specify the type and amount of defects identified;
- The Purchaser agrees to make the Products subject to objection available for inspection; such inspection will be carried out by the Seller or by an expert appointed by the Seller.

No objection with reference to the quantity, quality, type and packaging of the Products may be made except through communication on the delivery note, in compliance with the procedure indicated above.

Any Product for which no objection has been raised in compliance with the procedures and terms indicated above shall be considered approved and accepted by the Purchaser.

6. Guarantee Terms

The Seller guarantees that the Products are free from defects and comply with the technical specifications declared by the Seller.

The guarantee only applies to products used in areas and for applications consistent with the specifications declared by the Seller; any improper use shall be considered prohibited.

The guarantee will not be valid if the inconvenience or anomaly shall result from applications that are not correct or not adequate to the product, or if the same shall not comply with commissioning. Any modification or replacement of parts of the product not authorized by the Seller, shall release the latter from civil or criminal liability, however voiding the guarantee. The guarantee does not cover normal parts subject to wear.

7. Limitations of Responsibility

Except in cases of justified dispute raised in accordance with the provisions of paragraph 5 above, no further right or remedy is granted to the Purchaser. In particular, the Seller shall not be responsible for any compensation required for contractual violation or non-fulfilment, for any direct damage or loss of profit on the part of the Purchaser as a result of use, non-use, or installation of the Products in other products, with the exception of the cases covered by the guarantee indicated in paragraph 6 or in case of wilful misconduct or gross negligence on the part of the Seller.

The Seller shall do everything in its power to deliver the Products within the terms eventually agreed. However, under no circumstances may the Seller be required to respond for damages directly or indirectly caused by the delayed execution of a contract or the delayed delivery of the Products.

The catalogues, price lists or other promotional material of the Seller constitute only an indication of the type of Products and prices and the indications indicated therein shall not be binding for the Seller.

8. Right of Termination

If the Purchaser intends to contest the congruity of one of the items delivered, it is obligatory to give written notice as specified in the paragraph Inspection and Acceptance of Products; otherwise, said item shall be considered accepted in full.

9. Personal Data Processing

The personal data of the Purchaser will be processed in accordance with the provisions of Italian law on personal data processing (Legislative Decree 196/2003), as well as in accordance with the GDPR - General Data Protection Regulation (EU Regulation 2016/679).

The Seller shall inform the Purchaser that the Seller is the Data Controller and that the personal data of the Purchaser shall be collected and processed exclusively for the execution of this agreement.

10. Applicable Law

If the Purchaser is a subject of Italian law, these General Conditions of Sale and all contracts stipulated by the latter with the Seller shall be understood to be regulated by Italian law.

Instead, if the Purchaser is of nationality other than Italian, these General Conditions of Sale and all the contracts stipulated by the latter with the Seller shall be deemed regulated by the 1980 Vienna Convention concerning contracts for the international sale of goods.

11. Jurisdiction

Any dispute arising between the parties as a result of the interpretation, validity or execution of these General Conditions of Sale and related contracts stipulated shall be referred to the exclusive jurisdiction of the Court of Monza.

12. Final Provisions

The invalidity in whole or in part of individual provisions of these General Conditions of Sale shall not affect the validity of the remaining provisions.

Pursuant to and for the effects of articles 1341 and 1342 of the Italian Civil Code, the Purchaser specifically approves the following provisions: article 1; article 3; article 4; article 5; article 7; article 8; article 10 and article 11.