

## 1. SALES CONDITIONS

Save as otherwise agreed between the Parties, the present General Sales Conditions (hereinafter called the "General Conditions") together with the special conditions indicated in the order confirmation regulate all sales of products between REM TEC. (hereinafter called the "Seller") and any buyer (hereinafter referred to as the "Client") and, save any specific agreements in terms of exceptions in a written form, they will prevail over any other different clause inserted in forms or in any other documents used by the Seller and/or Clients (hereinafter jointly referred to as the "Parties").

### Products

- a. The object of sales regulated by the present General Sales Conditions are the products indicated in the price lists of the Seller (hereinafter called the "Products") applicable when the purchase order is transmitted by the Client, with the specifications indicated.
- b. The information, prices or other documents sent do not bind our Company that will reserve the right to make any changes to the prices provided in these offer for any information not yet specified before or any other different conditions not depending by our Company. .
- c. All orders will be completed with the signing of the offer by the customer and the relative sending of the order confirmation by our Company.

### Technical documentation

- a. The Seller will provide for the technical documentation (datasheets and manuals, use instructions) related to the products sold. the burden and the responsibility of the installation will be taken on charge by the Clients exclusively

### Orders and confirmations

- a. Every Client's order (hereinafter called the "Order"), to be sent to the Seller in writing, will be considered firm and binding for the Client until receipt of the relative confirmation by the Seller and, in any case, no later than 15 days from receipt. Written Orders sent by the Client will be considered received by the Seller by e-mail, standard mail or fax.
- b. Orders will be considered accepted by the Seller upon receipt by the Client of an order confirmation issued by the Seller (hereinafter called the "Order Confirmation").
- c. If the Order Confirmation contains modifications compared with the Order, the modifications will be considered tacitly accepted following three working days from receipt of the Order Confirmation without the Client expressing his disapproval in writing.

### Prices

- a. The prices indicated in the present offer not include the cost related to the license and the installation
- b. Spare parts are not included in the offer
- c. Save any other agreements made in writing between the Parties, the prices of Products (hereinafter called the "Prices") are the ones indicated in the Seller's price list applicable when the Order Confirmation is issued.
- d. All prices indicated in the offer have to be considered VAT excluded.
- e. The period of validity of the offer is 15 days. Our company reserves the right to change prices at any time after that period is expired.

### Payment conditions

- a. Any way the payment will be considered due within 30 days from the invoice date.
- b. All taxes related to the payment, according to the of the country of the Client will be paid by the Client

### Non-payment or delayed payment

- a. Any payment not made on the date agreed to our billing address bears interest at a rate of 1% per month without any prior notice being required.
- b. If the Client delays a payment totally or partially, the Seller may suspend any pending delivery, rescind the relative contract and withhold any amount paid in advance as compensation, until payment of the damage agreed, without compromising the right to claim for further damages.
- c. Total or partial non-payment of even just one invoice by the Client, as well as the reduction of any possible guarantees provided, will automatically result in the loss of the benefit of the term with reference to any amount due to the Seller by the Client himself.

### Property

- a. In no event the order can be considered as a transfer of the know-how as well as the intellectual property right related to the technology of the products sold to the Client.
- b. The Products will remain the property of the Seller until total payment of the Price by the Client and, in the case of payment by bills or cheques, until their successful conclusion.



- c. The Client has the right to resell the Products to third parties even prior to having made total payment of the Price. In this case, the Client is obliged to fulfil, at his own expense, all of the acts and formalities required according to local law in order to make the reserved dominion pact opposable to third parties. The Seller will automatically be substituted with regards to the Clients rights towards third parties and the profit deriving from sales.

#### **Delivery**

- a. The standard delivery time starts from the date of reception by the Seller of the Order Confirmation according to the date agreed in such document.
- b. Delivery of the Products is to be considered Ex Works. The Client undertakes to nominate a forwarding agent or a carrier within days from communication by the Seller to the Client that the Products are ready for despatch according to the expected despatch date indicated by the Seller in the order confirmation. If the Client does not nominate a forwarding agent or a carrier within this period of time or the forwarding agent or carrier nominated by the Client does not promptly collect the Goods ready for delivery, the Client will be obliged to pay the Seller, as indemnity for storage in the warehouse, an amount of 5% of the price of the Products purchased indicated in the invoice and calculated for every month or fraction of month of storage.
- c. The delivery term agreed will be automatically suspended in the case of non-payment or delayed payment by the Client, or extended if the Client requests modifications to the supply, subsequently accepted in the Order Confirmation.
- d. Risk in the Products shall pass to the Buyer in accordance with the Incoterm elected for delivery thereof.

#### **Warranty & claims**

- a. The Seller guarantees compliancy with the Order Confirmation as well as the absence of faults in the materials or production of the Products, as long as they are used in normal conditions of use, as defined by the products manual and reports of the Clients. Save any different specifications made in writing by the Seller, the warranty will cover a 15 months period from the date of delivery of the Products and will not, in any case whatsoever, be suspended or extended due to lack of use of the Products, even if due to repair intervention covered by the warranty.
- b. No other legal or conventional warranty will be provided by the Seller to the Client.
- c. Within a reasonable period of time and, in any case, no later than 5 working days from delivery, otherwise the warranty will no longer be valid, the Client must carefully examine each Product in order to establish compliancy of the supply with the quantities and quality of the Products indicated in the Order Confirmation, and also checking the existence of any clear faults.
- d. Within the following 8 days the Client is obliged to inform the Seller in writing, otherwise the warranty will no longer be valid, of the existence of faults or deformities in terms of the quantity or quality of the Products. After this period of time, the supply will be accepted without reserves by the Client, with the consequent waiver of the same to objecting to any clear fault of the Product as well as any fault in terms of quality or quantity to the supply.
- e. The presence of hidden faults that cannot be noticed upon delivery should be communicated, otherwise the warranty will no longer be valid, within 8 days from their discovery as indicated for visible faults.
- f. In the case of repeated supplies of Products with the same characteristics, the Client waives the right to any claim deriving from quality faults, if the same faults have been previously accepted without any objection having been made in writing.
- g. If the Seller is involved in supplying the Products compliant with the sample sent to the Client, the Seller undertakes to use the same materials used in production of the sample, except for the tolerances due to changes in colour, the composition and other characteristics of the raw material.
- h. The warranty cover in any case a total amount of 10% of the total price of the products, as defined in the Order Confirmation.
- i. To the maximum extent permitted by applicable law, Seller shall not be, in any case whatsoever, liable to the Client, its officers, agents, employees, successors and/or assignees for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of corruption of data or information; or any special, indirect, consequential, incidental or pure economic loss, costs, damages, charges or expenses of whatsoever kind or nature arising out or in connection with the Order; or any loss, cost, damage, loss of revenue, loss of profit or loss of use, incurred or suffered by the Client or any third party resulting from a defect, infringement or alleged infringement, an incident, the failure of the Products or any failure to perform according to the Order even if Seller was advised of the possibility of such damages. The Client shall defend, indemnify, and hold the Seller harmless from and against any claim based on such damage, loss or cost.
- j. Transportation and insurance costs for defective parts returned to the Seller shall be at the Client's charge. Transportation and insurance costs for parts replaced or repaired by Seller shall be at Seller's charge. The Products are provided "as is" and Seller's warranty hereunder is strictly limited to the repair or replacement of defective parts. The above warranty shall apply only in as much as the Products have been used and maintained in compliance with Seller's instructions for use.



- k. This warranty shall not apply to consumable and extendible items and to defects arising from or connected with Client's failure to operate or maintain the Products in accordance with Seller's specifications and documentation and generally with standard practices of product operations and shall not be applicable to defects arising from or connected with (i) any combination of the Products with equipment, material, products or systems not furnished, not approved or not specifically recommended by Seller (ii) or any modification of the Products performed by others (iii) or any accident, vandalism, negligence or handling errors causing damage to the Products (iv) or normal wear and tear (v) or defective installation, maintenance or storage (vi) technical maintenance or interventions on the Products other than those deemed necessary by Seller.
- l. For Products resold as is and components that Seller purchases from suppliers, Seller's warranty is strictly limited to the terms granted to Sellers by its suppliers.
- m. The Seller does not and shall not warrant that the Products will be resistant to all possible attacks and shall not incur, and disclaims, any liability in this respect. Even if each Product is compliant with current security standards in force on the date of their design.
- n. The warranty will not cover the degradation of products installed in environments with very high pollution level and with high salinity concentration.
- o. No warranty is done regarding the performance of the products as installed
- p. No warranty is done for products that will be installed not in accordance with the intended use as well as the installation manual or the technical documentation enclosed to the products, as defined in the par 3.2.
- q. End-customer hereby undertakes to install the product in fully in accordance to the related installation manuals.
- r. Under no circumstances the Seller will be liable to the Client for any damages resulting from or arising out of any illegal and/or fraudulent use of the Products by the Client, any third party or the end-user.

#### **Force majeure**

- a. Our Company shall not be liable of delays, errors or for any damages or Another flaw in the performance of its obligations in cases of force majeure include such as acts of war, strikes, equipment failures, etc. ...
- b. In case of Force Majeure, The Seller shall give notice of the event to the Client and the time schedule for the delivery of the products shall be automatically extended by the period of time as reasonably necessary for the Seller to overcome the consequences of such event.

#### **Applicable Law and settlement disputes**

- a. The Proposal and the Contract shall be governed by and construed in accordance with Italian law.
- b. The Italian Court of Milan shall have exclusive jurisdiction to resolve any and all disputes between the Parties arising out of or in connection with the Order, which the Parties are unable to amicably resolve.

#### **Onerous clauses**

- a. The products sold are covered by patent, hence it expressly forbidden the production of such products by other third party, without a prior written authorization sent by the Seller.

#### **Final clauses**

- a. The circumstance that the Parties do not assert their rights recognised by one or more clauses of the present General Conditions or of the sales contract regulated by the same, cannot be considered as a waiver of such rights and it cannot prevent them from requesting compliancy.

#### **Handling of private detail, Non-disclosure**

- a. The Parties agree that the contents of this Order as well as any document connected or concerning the products sold, shall be considered strictly confidential. Therefore, the all documents related to the Order and the products here included, all information, documents and data which the Parties may come into contact within relation to the same shall be treated as confidential. Neither party shall make public or disclose such information (except to the extent that is required by the purpose of this Order or by law or in response to other requirements, provisions or articles which the Parties are obliged to comply with without the prior written consent of the other Party. This clause, however, shall not preclude the publication or disclosure of information, which has already become public and available by means other than breach of this Clause.
- b. The provisions of Clause above shall remain in force in the event of termination of the Order.
- C. The Parties agree that the signing of this Order is valid as an informative act and as consent to the processing of data, where required, in accordance with the provisions of Legislative Decree 196 of 30 June 2003.