

## General Terms of Contract

### DGE.TPL.0095 rev.110E01

The following general terms and conditions of contract are an integral and inseparable part of the preceding offer for goods, they are binding unless there is a previous written agreement. They also regulate wholly and exclusively the contractual relationship between ELE.SI.A. Elettronica e Sistemi per Automazione S.p.A. (“Elesia” in the following) and the Customer (in the following: “the parties” when mentioned together).

Any dissimilar purchase conditions arranged by the Customer, although attached to the acceptance letter, shall be considered null or void.

In the event of a contradiction between the conditions of the offer and these conditions, the conditions of offer shall prevail. In the event the conditions of offer are silent on any aspect, these general conditions shall prevail.

The General Terms and Conditions of Contract listed hereunder are also available on [www.elesia.com](http://www.elesia.com).

#### 1. DEFINITIONS

“*Order Confirmation*” shall mean the written communication by which Elesia accepts the Customer order.

“*Offer*” shall mean the document describing either the goods or services Elesia will supply. “*Order*” shall mean the purchase order made by the Customer. The order shall include (either attached or recalled) the terms of contract agreed by the parties.

“*Order*” shall mean the Customer's purchase order accepted by Elesia including the related contractual documentation which the Parties identify as an integral part thereof as attached or simply referred to therein..

“*Products*” shall mean the goods which Elesia agrees to sell to the Customer.

“*Third party products*” shall mean any product which is not Elesia branded.

“*Intellectual property*” shall mean any patent, trademark (either it be registered or not), including services, own database, design, application, URL, copyright, company name, know how (either registered or not), including also moral rights and any other similar right in any Country.

“*Services*” shall mean the services which Elesia agrees to sell to the Customer.

## 2. OFFER VALIDITY

Duration of the offer is specified in the offer itself. If the Customer does not communicate his acceptance within the fixed date expires, the Offer will be considered null and void. No further communication is required, in accordance with the Italian Civil Code article 1326 c.c.

## 3. PURCHASE ORDER

Customer orders with full contractual effectiveness are considered:

- offers countersigned for acceptance by the Customer in original or with digital signature;
- Customer Orders signed in original or with digital signature with explicit acceptance of the offers and related conditions of sale;
- Customer orders signed in original or with digital signature that do not refer to a specific offer but that are accepted by Elesia with written order confirmation;
- Customer orders signed in original or with digital signature that refer to a specific offer and that only partially accept the conditions but that are accepted by Elesia with order confirmation with appropriate derogations and/or exceptions.

Orders will be considered valid only if forwarded to Elesia in original or via PEC with digital signature to the addresses found on the website [www.elesia.com](http://www.elesia.com). The Customer may however anticipate them by fax or e-mail. The order will be taken in charge by Elesia only following its explicit acceptance with the order confirmation sent back to the Customer via the same channels used by the Customer for forwarding.

The present Terms of Contract constitute integral part of the purchase Order issued by the Customer, either if recalled or attached as appendix or referred to a specific offer by Elesia in which the Terms are recalled.

## 4. PRODUCTS AND DESCRIPTION

Features illustrated in Sales brochures, catalogues and any other adv. material are to be intended as a general description subject to changes. Elesia reserves the right to make any changes to its documentation that, without altering the essential characteristics of the products, may be deemed necessary or appropriate. Elesia will ask the Customer to ratify the project design of non-standard items before starting production. Any change to the agreed design must be previously submitted and assessed by Elesia. The consequent costs for customization or modification will be at the expense of the Customer. Any further modification, integration, service or cost which are not specifically listed in the Order Confirmation will be also at the expense of the Customer.

## 5. PRICES

The price for products and/or services is quoted in the Offer (See Art. 1). Prices are in Euro currency and are exclusive of any Value Additional Tax (VAT) or other governmental imposts or fee. Prices are fixed unless specifically agreed by the parties in a written form.

Parties can also agree on payments in different currencies: in this case the applied exchange rate will be the one effective on the day of shipping as specified on the invoice, except for any other provision agreed between the Parties.

It is intended that prices do not include the shipment cost. This can vary due to the terms of supply and/or the method of payment. Elesia will clearly communicate the total cost of the products to the Customer.

## **6. QUALITY CONTROL**

All Elesia products are subjected to quality control in compliance with the EN9100 2018 regulation.

## **7. TERMS OF DELIVERY**

The terms for delivery are agreed with the Customer and quoted in the offer.

They may be subject to variations with respect to what was agreed:

- for new agreements that have arisen and agreed in writing by the Parties;
- for reasons not directly attributable to Elesia or for force majeure or by act of the authority. In this case Elesia will promptly communicate in writing the new delivery date.

Elesia shall not be held responsible for possible delivery delay, referring to the date scheduled in the offer, order or any other contract specification, in case the delay is due to any cause beyond the reasonable control of Elesia.

Delivery to the Customer is considered to be completed when the products are collected by the Customer or by the forwarder or transporter or other person delegated by the Customer.

Upon delivery the carrier must sign the Delivery Note and he will receive a copy of it.

The shipment shall be accompanied by the following documents: conformity declaration, warranty, user license for software. Elesia will not provide any refund or pay any penalty or compensation to the Customer when the change of delivery date is due to the following causes:

- Force majeure and unexpected events (the following list is given just for example: earthquakes, floods, strikes, lockouts, Authority ordering, transport unavailability, etc.)
- In case the Customer does not respect the specified conditions, especially in case of late payment, even if it is not related directly to the current offer

The goods are delivered in the day specified in the Offer. In the case that the Customer requests to postpone the date of delivery, then Elesia will apply a 1% penalty on the outstanding amount of the order for each month (in whole or in part) of delay.

## 8. PACKAGING

The packaging will be designed and created to safeguard the product during transport at the care and expense of Elesia except for specific requests from the Customer for which Elesia will estimate a specific cost item that will be communicated together with the other cost items.

## 9. SHIPMENT AND TRANSPORTATION

Unless specifically agreed in the offer, shipments and transports are carried out in INCOTERMS EXW mode and their cost and related risk are borne by the Customer, whether for delivery of the supply or for assistance interventions, regardless of whether under warranty or not.

- In case products sent by Elesia to the Customer will be freight collect
- In case products sent by the Customer must be freight prepaid otherwise Elesia will refuse the shipment

As soon as the Customer receives the goods, Elesia shall not be liable for any damage or loss suffered by the products. The risk in the Goods shall pass to the Customer when the Goods leaves Elesia.

Any tax, duty, import tax, insurance related to the shipment are in charge of the Customer.

## 10. WARRANTY

### 10.1. Duration

All hardware products are guaranteed for 12 months and all software products for 3 months, within the installation media, unless otherwise agreement in writing by the parties. The warranty period starts from the date of delivery of the product.

Repairs and replacements made during the warranty period do not change the warranty expiration date. The customer may request an extension of the warranty. Elesia will evaluate and quantify it separately in the offer.

### 10.2. Defects and differences report

The Customer must inspect the goods upon receipt and Elesia must be notified in writing of any defects within 8 (eight) business days of receipt, otherwise the goods will be considered as accepted and compliant with the order. If the goods are defective and the Customer has duly notified Elesia in accordance with the previous sentence, the Customer will return non-compliant goods to Elesia after having consulted the Manufacturer. Such goods must be clearly labelled "NON-COMPLIANT" upon shipping.

Only if the damage is clearly due to the Manufacturer, Elesia can decide whether to supply the Customer with non defective goods or issue a credit note. In this latter case returned goods remain property of Elesia. Under no circumstances Elesia will be liable for penalties

or compensation. If controls on goods returned show that Elesia is not liable for any damage or defect, the Manufacturer may either apply the additional insurance, if any (see Art. 11), that return the goods to the Purchaser charging him shipping and delivery costs.

### **10.3. Complaints and disputes**

Purchaser's claims must be submitted in writing and must precisely describe only the nature and extent of the defects/damages discovered during inspection. In no case the submission of a claim may authorize non payments of goods or non compliance. Goods showing minor defects may not be rejected by the Purchaser. -

### **10.4. Customer Service Management**

Customer Service (moreover CSE) is in charge of providing assistance to Customers. They are settled in Elesia's headquarter, in Guidonia Montecelio (Rome). Service is available on workdays from Monday through Friday, from 9,00 a.m. to 5,00 p.m.

In order to receive assistance under warranty conditions, the Customer shall first contact Elesia's CSE and follow their instructions to verify the nature and extent of the defect, analyze the flaw and identify the most appropriate method of intervention; the Purchaser shall also undertake any corrective action CSE may suggest.

As far as hardware products are concerned, service will be provided on Elesia's premises, following release by CSE of a return authorization number (RMA). In order to get the RMA number, the Customer shall contact the CSE at email address: [cse@elesia.it](mailto:cse@elesia.it).

The defective goods shall be returned to CSE, at Purchaser's expenses, and labelled "REPAIR UNDER WARRANTY". The RMA number must be mentioned on the transport document.

Shipping must be done using the original packaging or an equal one able to efficiently protect the goods, which in any case shall be transported exclusively at Purchaser's risk. Delivery must also be freight collect.

CSE shall undertakes to remedy the defect as soon as it receives the goods. CSE shall check the defect in order to assess if the insurance applies or not. If not, Elesia will provide an estimate of costs of warranty repairs (See Art. 11). Customer must accept the above estimate before CSE starts the technical intervention.

Whenever the Purchaser needs Elesia to test the products to the outside of its facility, even if such requirement is covered by warranty, all the costs related to the transfer (eg. labour, travel allowances, transportation, etc.) will be paid by the Customer. -

Elesia has the right to choose whether to remedy the defect or supply Purchaser with non defective goods. In case of replacement, Elesia holds the right to provide used material, which is in any case guaranteed to be in good condition and fully working. Replaced products are the property of Elesia.

Before shipping defective goods to CSE, the Purchaser shall take all necessary measures in order to safeguard any data and information contained in the product to be returned, as Elesia shall not be liable for the loss of any data, given that the Manufacturer shall be free to format any device without prior consultation. The Purchaser shall also remove any additional components or accessories (peripheral devices, external memories, etc...) that are not an integral part of the device/product. Costs for product re-installation and the risk of any damage occurred during said procedure are charged to the Purchaser, unless otherwise agreed upon.

Regarding software products, the Services include telephone assistance and the supply of any necessary patches or revisions, as provided by the software manufacturer in its own warranty terms and conditions.

### **10.5. Warranty limitations**

No warranty will apply in the following cases:

- a) Damages, shock, collision, crash, falls, and any event caused external causes
- b) Accidents, no standard use of the product by the customer or third parties
- c) Electricity network dysfunctions d) in the event of failure of the electrical supply
- d) Use of the product for purposes other than that for which it was designed and implemented, and not suitable for use in ambient
- e) Faults and defects caused by parties unrelated to the product and / or arising from conflicts with add-ons
- f) Damage caused by viruses of any type
- g) Natural events or incidental

Warranty does not cover minor defects which do not affect product functionality; Warranty also does not apply in case of obsolete products. --

In case of non payment of the price the Warranty will be suspended. Warranty will not be reactivated before the Customer has paid the price in full.

Under no circumstances Elesia can be held responsible, in addition to the warranty services provided in these General Conditions, for any damages resulting by the use of the products or by the inability to use said products, as but not limited to: damage to persons or to things, loss of profit or income, business interruption, financial losses, loss of data. In no event shall the EL's responsibility exceed the amount paid for the supply of the product.

### **10.6. Warranty Certificate**

Each product is accompanied by a Warranty Certificate, which contains a summary of the warranty conditions agreed upon. In case of discrepancy, the conditions set forth here in

(including those added or removed from the General Conditions by both parties), shall prevail over those contained in the Warranty Certificate.

### **10.7. Additional guarantees**

The Customer may request the release of a surety bond to cover the entire guarantee period by providing the contractual text of the bond with evidence of the duration (start and expiry), the value that is intended to be guaranteed, the type of surety bond, whether bank or insurance, whether normal or on first demand and any special contractual interruption conditions.

Elesia will formulate a specific offer based on the request.

### **10.8. Penalties and damages**

Elesia is not liable to the Customer in case of impossibility or delay in the performance of its Warranty obligations.

## **11. SERVICES NOT COVERED BY WARRANTY**

Services which are not covered by warranty (either due to expiration or application of the above-listed limitations) are at the expenses of the Customer. When service out of Warranty is requested (that is repair or replacement of the product), procedure and terms are the same as those indicated in Art. 12 (excluding what regarding the Warranty itself).

In particular, the rules relating to the need to contact the CSE, the request of the RMA number, the delivery of the product back and forth, and the acceptance of the cost estimate prior repair must apply.

Services out of Warranty are guaranteed for 90 days starting from the date of receipt of the product by the Purchaser. Elesia is entitled to refuse any request for repair and/or technical intervention of any type on its own products outside warranty obligations.

## **12. CANCELLATIONS**

With the exception of mandatory cases provided by law and, in particular, by Articles. 64 et seq of Legislative Decree 206/2005 relating to the Customer consumer subsequently accepted the offer by the Purchaser, these will not withdraw from the contract and will not be accepted the cancellation of the order.

Any cancellation requests may be assessed by Elesia with its own full discretion.

In the event of partial or total cancellation of the order, Elesia reserves the right to apply a penalty equal to 30% of the value of the cancelled order in addition to charging the Customer for the cost of services and materials already incurred and those already ordered from its suppliers who are unable to interrupt the supply.

Any amounts paid in advance by the Customer will be retained by Elesia pending the appropriate calculations. Any excess differences will be promptly returned.

Elesia also reserves the right to comply with cancellation requests justified by force majeure by adopting the same conditions described above but applying a penalty equal to 10% of the value of the cancelled order.

### **13. EXPORT**

All the goods sold by Elesia comply with Italian Law. Unless previously agreed, the Purchaser is responsible for the compliance of all laws and regulations regarding import, transport, storage and use of the goods.

The Customer must specify the destination country and the end user details.

The Purchaser is the sole responsible for inspection of the export lists during the final processing phase of the order and for all that is necessary to obtain the required authorizations and/or licenses. If the Customer does not provide for the necessary procedures Elesia will have the right either to refuse the order or to charge the Purchaser for any additional cost and expenses incurred to provide for the regulatory export procedures.

### **14. TRANSFER OF ARMAMENT MATERIAL**

Elesia declares to comply with all the legal provisions relating to the production and sale of weapons (Article 28 of the TULPS of L.185/90). -----

Moreover, the Purchaser undertakes the obligation to report to Elesia if the goods set forth in the order (or part of them) are or are not included in the list provided by Law (see L. 185 dated 09/07/1990 and R.D. 773 18/06/1931– and subsequent modifications and additions). If the Customer fails to give the right information, Elesia will consider the products not included in the regulatory list and every risk and cost involved will be charged to the Purchaser.

Elesia is entitled to sell its products only after receiving by the Purchaser a statement which specifies both the use and the final user's name of the goods to be ordered (End User Statement). The Purchaser is in charge of collecting such documentation and he declares to be aware that Elesia cannot sell anything if he has not first received the statement. All the costs relating to such activity will be paid by the Customer.

### **15. BILLING AND PAYMENTS**

Invoicing will be carried out according to the methods and schedule provided in the offer and the documents will be sent to the Customer via the SDI electronic procedure or, in the case of foreign Customers, in the same sending methods described in Paragraph 3.

Commercial invoices not contested by the Customer within eight days of their receipt will be considered definitively accepted.



Unless otherwise agreed in the offer and reported in the Customer's order, payment is always intended to be made in advance upon notification of goods ready or in advance upon order for products and services specifically ordered for the Customer.

All payments must be made strictly by the due date indicated in the invoice. In the event of a delay, default interest will be applied as per Legislative Decree 9 October 2002, no. 231, without prejudice to the charging of greater damages.

In the event of non-payment of even one invoice by the Customer to Elesia, the latter reserves the right to interrupt all or part of the activities in progress with the Customer even if the unpaid invoice is not related to the same activities in progress, compromising the work and delivery plans previously agreed without the Customer being able to claim the poor service. The interrupted activity may be restored only after the payment of the overdue debt, barring further damages.

Elesia does not accept discounts, reductions or rounding applied to payments which must be made in full.

If payment in currency has been agreed, the exchange rate applied will be the one in force on the actual day of the date of shipment and/or provision of the service.

## **16. TRANSFER OF OWNERSHIP**

Title to the goods delivered shall not pass to the Purchaser before the purchase price is not paid in full (See Art. 1523 Italian Civil Code).

In the meantime the Customer is obliged, at his own risk, to safeguard the integrity of the goods.

## **17. INTELLECTUAL PROPERTY**

Elesia reserves all industrial and intellectual property rights for all its products, as well as brands, drawings, designs, trademarks and technical specifications. The Customer is bound to respect the above rights and is also committed to demanding all its third parties to fully respect them. The Customer is responsible, on himself or on behalf of third parties, to observe the following provisions (just for example):

- 17.1.1. Customer is not allowed to copy, duplicate, publish, in any form whatsoever, any kind of concept, design, drawing or document owned by Elesia;
- 17.1.2. Customer is not allowed to reverse compile, nor to copy, reproduce, publish, in any form whatsoever, any software or hardware product either it is supplied or granted by Elesia.

Elesia holds the right to terminate the contract immediately in case of breach of these obligations in accordance with the Italian Civil Code - Art. 1456. In this case, the Customer shall pay to Elesia double the amount of costs sustained by Elesia, or by any of its partners, for design and manufacture of the products covered by the infringement of

intellectual property rights of any kind whatsoever, without prejudice to any additional damages.

Elesia, in the production of its products, declares not to violate the intellectual, industrial and copyright property rights of third-party companies.

## **18. INDUSTRIAL PROPERTY**

Any descriptive information supplied to the Customer, such as designs, drawings, pictures, datasheets, etc., technical specifications, whether it is recorded in digital or paper format, is confidential and is property of Elesia. The Purchaser undertakes to keep any information received from Elesia and/or which the Purchaser becomes aware of under or in connection with any of the Contracts as confidential and not to use it for any purpose other than the performance of its obligations under the Contract. This duty is assumed by the Purchaser also for his employees and collaborators.

## **19. WORKPLACE SAFETY**

Elesia complies with Italian legislation on health and safety at work pursuant to Legislative Decree 81/08 and undertakes to observe and ensure that all employees and collaborators observe the aforementioned regulations.

## **20. CONFIDENTIALITY**

Each Party undertakes to use the confidential information of which it becomes aware exclusively and limitedly to the execution of the Order, also ensuring that the confidential information of which it becomes aware is transmitted exclusively to the directors, employees, consultants and other persons, in any case responsible for respecting the confidentiality obligations.

## **21. PRIVACY POLICY ART.13 DL196/2003**

In accordance with Article 13 of D.Lgs. 196/2003 of Italian Law, Elesia informs the Purchaser that the data it has provided, or that was otherwise obtained by Elesia through its own activities, will be treated in compliance with the abovementioned regulation.

The collected information and data will be handled only for the following purposes: a) in order to full fill the obligations set forth by EU regulations and those established by supervisory and control Authorities; b) in order to full fill the obligations related to the performance of the contract (accounting, financial, legal, administrative and managerial aspects); c) for internal control requirements, quality service requirements, project progress status, related to the execution of the contract.

The personal information provided for the mentioned purposes are mandatory as they are required to comply with regulatory and contractual obligations.

The failure to provide personal and sensitive data can result, depending on the situation, in the impossibility or difficulty to full fill the contractual obligations.

The personal data provided to Elesia may be transferred to our parent or subsidiary companies and to banks and credit agencies.

The data will be handled by adopting the most appropriate measures to ensure security and confidentiality, and may also be handled through the use of automated tools.

The Purchaser may, at any time, exercise the rights provided by Art. 7 of D.Lgs. 196/2003 of Italian Law.

The holder of data processing is ELE.SI.A. Elettronica e Sistemi per Automazione S.p.A., head and registered office in Via Montenero n. 63/65 – Guidonia Montecelio (Rome).

The person in charge of treating personal data is the Administrative Office Manager.

The Purchaser acknowledges such information and hereby gives consent to having his personal and sensitive data handled in accordance with the above-mentioned conditions and purposes.

## 22. JURISDICTION, APPLICABLE LEGISLATION AND REFERENCE TEXT

This contract, as well as its interpretation and execution, is governed exclusively by Italian law. For any and all disputes that may arise regarding the validity, execution, interpretation and termination of this contract, the Court of Rome will have exclusive jurisdiction. In the event of discrepancies and/or doubts, the Italian text of this contract will prevail over the English version. Both texts are available on the website: [www.elesia.com](http://www.elesia.com).

Date and signature of the Purchaser for acceptance and confirmation of the offer and the General Conditions of contract.

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The Purchaser declares to have read all the articles of these conditions of sale and to specifically approve them pursuant to article 1341 paragraph 2 and article 1342 of the Civil Code.

Signature of acknowledgement and explicit approval of art. 1 DEFINITIONS, 2 OFFER VALIDITY, 3 PURCHASE ORDER, 4 PRODUCTS AND DESCRIPTION, 5 PRICES, 6 QUALITY CONTROL, 7 TERMS OF DELIVERY, 8 PACKAGING, 9 SHIPMENT AND TRANSPORTATION, 10 WARRANTY, 11 SERVICES NOT COVERED BY WARRANTY, 12 CANCELLATIONS, 13 EXPORT, 14 TRANSFER OF ARMAMENT MATERIAL, 15 BILLING AND PAYMENTS, 16 TRANSFER OF OWNERSHIP, 17 INTELLECTUAL PROPERTY, 18 INDUSTRIAL PROPERTY, 19 WORKPLACE SAFETY, 20 CONFIDENTIALITY, 21 PRIVACY POLICY ART.13 DL196/2003, 22 JURISDICTION, APPLICABLE LEGISLATION AND REFERENCE TEXT

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