



Sales Conditions

1) General conditions of sale

- a. These general conditions govern all sales of goods and services that ETA SPA, hereon known as the **Seller**, agrees to carry out.
- b. The terms and conditions of this document are an integral part of the contracts concluded between the Seller and the person, the company or firm from which a purchase order is received, hereon known as the **Purchaser**;
- c. These purchase conditions prevail fully over any general and/or special sale conditions to which the Purchaser makes reference in its order, unless accepted in writing by the Seller.
- d. Every modification to these conditions is valid only if agreed in writing by the parties.

2) Orders

- a. The orders made by the Purchaser are binding for the Seller only if confirmed by acceptance in writing.
- b. For every order made, the Purchaser must indicate the exact date of delivery requested; the Seller, however, reserves the right to modify it, informing the Purchaser before expiry of the deadline, without prejudice to that envisioned in successive article 4 (Delivery terms).
- c. In the event of insolvency or delays in payment also of previous supplies, or in every case in which the Seller has reason to believe that the Purchaser's financial situation has worsened so much so to create doubts regarding the timely fulfilment of the obligations in the sale contract, the Seller reserves the right to give up execution of the Purchaser's order, even if accepted in writing, or to request adequate guarantees of payment, suspending the execution of the order while pending.
- d. No modifications to the order of any type or nature will be accepted, if proposed by the Purchaser less than four weeks before the delivery date indicated on the order confirmation, unless there is a specific written agreement by the Parties.
- e. The order confirmed by the Seller, for products in the catalogue, is irrevocable for the Purchaser. It will be the Seller's exclusive right to accept/not accept the request to annul the order. In this case, the Purchaser will be charged a sum equal to 10% of the amount of the order as compensation.
- f. The order, confirmed by the Seller, for products not in the catalogue (custom), is irrevocable for the Purchaser. It will be the Seller's exclusive right to accept/not accept the request to annul the order. In this case, the Purchaser will be charged a sum equal to 70% of the amount of the order as compensation.

3) Prices

- a. Generally, the prices agreed on acceptance of the order are applied to the supply.
- b. The prices indicated in any document or mail issued by the Seller do not include freight, packaging, transport, any taxes, duties and any other encumbrances imposed by government authorities, local administration and/or public body. The prices are agreed for ex-works delivery.
- c. Unless otherwise provided, the charges stated in the previous point (3.b) are at the Purchaser's expense and will be invoiced in addition the prices quoted.
- d. If authorised by the Seller, all of the Purchaser's requests for technical – design variations successive to the order confirmation already signed and confirmed by the Parties, will be subjected to a charge in the invoice, which the Seller reserves the right to define. However, this cannot be less than 10% of the value of the goods established in the order already signed.
- e. Prices are subject to correction due to printing errors.



4) Delivery Terms

- a. The delivery terms, even if indicated by the Purchaser in the order, are merely indicative and are not binding for the Seller.
- b. The Seller is exempt from indemnity for any direct or indirect damage due to delayed delivery, total or partial interruptions or suspensions of the supply linked to force majeure. Force majeure means any event that, exceeding the possibility of forecast and/or control by the parties, despite having taken all precautions, negatively affects the supply. As an example, but not limiting, reference is made to wars, riots, measures and/or interventions by civil or military authorities, including embargoes or international sanctions, strikes, lock-outs, fires, non-granting of customs licenses.
- c. The supply is intended as performed for all intents and purposes of the Law, at the Seller's Offices, with the delivery of the goods to the Carrier indicated by the Purchaser or, without timely indication, selected by the Seller.
- d. The products are supplied ex-works and always travel at the Purchaser's risk, also if the transport is at the expense of the latter.
- e. Missing packages in the delivery received by the Purchaser must be contested in writing on the transportation document at the time the material is delivered. The Purchaser must inform the Seller's Sales Office of the occurrence in writing within 8 working days from delivery, sending a copy of the transportation document and the delivery slip, if issued, with specific annotation regarding the missing packages with respect to that indicated in the documents, via P.E.C. at eta.spa@legalmail.it or via registered letter with acknowledgement of receipt or, if known, to the mail address of the contact person that is part of the Seller's Sales Office workforce.
- f. Once the Seller has verified that packages are missing in the shipment received by the Purchaser and compliance with the modalities and terms stated in previous point (4.e), the Seller will complete the order, according to the terms fitting with the production loads/ logistics of the Seller; with waiver by the Purchaser to claim for any direct or indirect damages potentially arising from this situation.
- g. The Seller is not obliged to accept returned goods, unless agreed in writing by the parties. Any cost sustained for this purpose will be at the Purchaser's expense. Furthermore, the returns transportation document must contain the references relative to the communication of authorisation of the returns, as well as the transportation document of the original delivery. The goods returned will be credited at 40% of the purchase conditions; unless differently agreed.

5) Warranty: terms and conditions

- a. The Seller guarantees the quality of the products only with reference to the technical specifications declared and/or the technical regulations and/or the certifications expressly indicated in the order, or the particular specifications agreed in writing with the Purchaser, for a period of twelve calendar months from the date of delivery of the goods; notwithstanding that established below.
- b. The warranty is only applied to products used in environments and for applications consistent with that envisioned in the design phase and signed with the order. All improper or unsuitable use for application is deemed prohibited.
- c. Under the obligation of warranty, the Seller commits to replacing and/or repairing the faulty and/or defective product within the limits of this contract without any further obligation for compensation for direct and/or indirect and/or consequential damage caused to the Purchaser and/or third parties by product defects.
- d. The Purchaser must contest the Seller regarding any defect and/or flaw detected in compliance with the methods and deadlines envisioned and specified successively, based on their type; under penalty of nullity.
- e. Complaints must be made to the carrier immediately in the case of apparent flaws of the goods on unloading the material, formulating a subject to verification specification with annotation of "goods delivered damaged" on the transportation document and, if present, on the delivery slip. The Purchaser must notify the Seller of the incident within 8 working days from the delivery of the contested goods via the P.E.C. address eta.spa@legalmail.it or registered letter with acknowledgement of receipt; sending a copy of the transportation document with the annotation mentioned above and copy of the delivery slip (if present) to the attention of the Seller's Sales Office.



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- f. The hidden flaws of the products delivered of a material character, with integral packaging, must be contested by the Purchaser within 8 working days from the delivery of the contested goods, notifying the Seller of the incident via P.E.C. address eta.spa@legalmail.it or registered letter with acknowledgement of receipt; sending a copy of the transportation document and slip to the attention of the Seller's Sales Office.
- g. Manufacturing defects or defects that however limit or compromise product functionality must be contested within 8 working days from discovery, and however within a period no longer than one calendar month from the delivery of the goods, notifying the Seller of the incident via P.E.C. address eta.spa@legalmail.it or registered letter with acknowledgement of receipt; sending a copy of the transportation document, delivery slip and a detailed description of the fault, as well as suitable photographic documentation, to the Seller's Sales Office
- h. If the Purchaser has notified the presence of apparent and/or hidden flaws and/or manufacturing defects, in compliance with the deadlines and modalities envisioned in this general contract, the Seller's Sales Office will transmit a form to be filled-in by the Purchaser for acknowledgment of the warranty. Where deemed necessary, the Seller can request additional supplementary documentation, also photographic, of the damaged and/or faulty goods. The authorisation for replacement of repairs free of charge, will be granted only and exclusively by the Seller's Sales Office and only at the Purchaser's registered office, after having ascertained the objectivity of the damages/ flaw/defect via the information received and return of the faulty products.
- i. The Seller's warranty covering the flaws/manufacturing defects mentioned, is conditioned by the return of products to the Seller's registered office by and at the expense of the Purchaser and is limited exclusively to the reimbursement of the relative sale price or the replacement of the faulty batches "delivered to customer", with waiver by the Purchaser to claim any direct or indirect damages potentially arising from this situation, also if caused by persons or objects during use of the products.
- j. The afore-mentioned warranty, where the conditions exist, the respect for methods of return and the ascertainment of the flaw/defect is however excluded if the goods have been moved from the place of delivery indicated on the transportation document.
- k. Following written authorisation from the Seller's Sales Office, returns must be carried out at the Purchaser's expense. The goods must be returned in the original packaging, intact, and without stickers or labels different from those present on delivery of the goods. Following examination by the Seller, if the products returned result as already assembled, tampered with, altered, damaged, used in a negligent manner or non-compliant with technical specifications, the warranty will not be applied in any case. The costs sustained by the Seller for examination of the request for application of the warranty will remain at the Purchaser's expense.
- l. The Seller is not liable for defects deriving from materials supplied by the Purchaser or from a project defined or designed by the Purchaser.
- m. The Seller is only liable for the manufacturing and/or functioning defects and only if the normal conditions of use and storage, as well as correct use of the products are proven. In terms of the warranty, normal use and storage conditions are considered as those complying with the EN 62208 regulation, which defines "Normal service conditions" for indoor and outdoor installations; considering all conditions non-compliant with the afore-mentioned regulation extraneous.
- n. On placing the order, the Purchaser must inform the Seller, under penalty of cancellation of the warranty, if the installation is for outdoor use and if the conditions for this application (outdoor) are to be considered normal or special – environment temperature of the air and abnormal humidity, presence of corrosive substances, particular powders, fauna, flora, moulds, UV radiation different to solar, electromagnetic interference, ionizing influences, vibrations, abnormal mechanical stress -
- o. The Seller's warranty does not cover the defects/damage caused by bad maintenance or storage, incorrect installation or an application not suitable for the product. The warranty of the seller is not applied if the products have been tampered with, altered, damaged, used negligently or / and not comply with the technical specifications defined by the Seller.
- p. Any modification/repair, replacement of parts performed by the Purchaser without the Seller's authorisation could constitute a risk of injury and relieves the Seller from all civil and penal liability and makes the warranty null and void.



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- q. The Seller's warranty does not cover wear and normal deterioration of the products also caused by non-use.
- r. Any product for which no objections have been made in compliance with the procedures and within the deadlines indicated above is considered approved and accepted by the Purchaser.
- s. The repair/replacement of any product, which is not covered by the warranty, is at the Purchaser's expense and will be performed following the Purchaser's acceptance of the estimate issued by the Seller.

6) Invoicing and Payments

- a. The products sold must be paid for within the terms and conditions specified in the order confirmation, if not otherwise agreed in writing.
- b. If no payment terms are indicated on the order confirmation, the Seller's invoices must be paid within 30 days from their date of issue at the latest.
- c. Payment is due within the terms agreed even in the case of late delivery, non pick-up by the Purchaser, claims or any other contestation that should occur as a consequence of the trade relations governed by these conditions.
- d. In the event of partial return of the products by the Purchaser due to intrinsic or manufacturing flaws in compliance with previous article 5 (Warranty: terms and conditions), the relative invoices must be paid, for the amount relative to the products not contested; within the terms agreed.
- e. No dispute and/or claim can, in any case, justify partial and/or total delayed or non-payment of the goods subject of the contract.
- f. Also in the event of notification of contestation due to flaws and defects, the Purchaser cannot start or pursue actions unless the price in the terms of the contract has been paid in full. In no case can payments be suspended or delayed.
- g. In no case can the Purchaser reduce the prices agreed or set off compensation with any credits, however arising, concerning the Seller.
- h. In the case of delayed payment, notwithstanding every other legal purpose, interest will be accrued in favour of the Seller according to that established by Italian Decree Law n. 192 dated 9 November 2012, which transposed the 2011/7/EU Directive and by Italian Decree Law n. 231 dated 9 October 2002 to implement European Community Directive 2000/35/EC.
- i. In the event of breach or termination of the contract due to the fault of the Purchaser, the Seller will be owed minimum reimbursement for the damage, established at a flat rate according to that envisioned in points 2.e, 2.f of this contract; unless there is proof of greater damage.
- j. Any claims relative to invoices, debit notes or any accounting document issued by the Seller, must be brought to the Seller's attention via registered letter with acknowledgement of receipt, or sent to the P.E.C. address eta.spa@legalmail.it or alternatively to the mail address of the of the contact person that is part of the Seller's Sales Office workforce, within and not after 10 calendar days from receipt of the invoice. Failing this, the invoices will be intended as accepted without any reserve.

7) Retention of title

- a. The products delivered to the Purchaser remain the property of the Seller until the price agreed has been paid in full.
- b. Where requested, the Purchaser commits to doing everything necessary to make the retention of title also enforceable to third parties, or to implement a similar form of guarantee in favour of the Seller.

8) Transfer of the contract

The Purchaser cannot give up his position in the contract or in individual binding relations deriving from the same without the Seller's written acceptance; also in this case, the Purchaser remains jointly liable with the Transferee for the assigned obligations.



9) General limitation of contractual liability

- a. The information, quotes, measurements, drawings and photographs of the products and relative components sold and marketed by the Seller, which are present in the brochure, catalogues and internet sites and any technical material and information belonging to E.T.A. S.P.A. are provided as indication and illustration and are not binding. The Seller reserves the right to make all modifications which, at its sole discretion, deems appropriate for better functionality of the same and/or to make its technical-production requirements more efficient at any time and without forewarning.
- b. All tables, drawings, technical data and any other information attached to the offer or supplied in connection with the supply, will remain the property of the Seller and cannot be reproduced or communicated to third parties without the written authorisation of the Seller itself. It is prohibited for the Purchaser to use them for purposes different to those deriving from this contract.
- c. All drawings sent to the Purchaser for approval will be deemed automatically approved by the Purchaser unless they are returned to the Seller with notes and/or different comments within 10 working days or within the deadline agreed on their submission to the Purchaser.
- d. Notwithstanding that provided in the previous points of this contract, whenever the Seller should be deemed liable for total or partial breach of obligations deriving from the contract, the total reimbursement due to the Purchaser can in no case exceed 10% of the price of the goods of the individual order.
- e. The quality marks and certification indicated on paper, as well as the current general conditions of sale are to be intended as in force at the time the communication is printed. The list of updated marks and the general conditions of sale are available at www.eta.it

10) Trademarks

- a. Every plate and/or distinctive shape belonging to the Seller, positioned on the products sold, cannot be removed by the Purchaser without written consent from the Seller.
- b. Every alteration and/or modification of the trademarks, technical data, plates and/or any distinctive shape affixed to the products, will constitute counterfeiting and unlawful conduct punishable by the Seller, both regarding the Purchaser and third party holders of the products.
- c. In the afore-mentioned cases, the Purchaser and/or third party will see the right to acknowledgement of the product warranty become null and void.

11) Disputes and Jurisdiction

Any dispute, also for the interlocutory stage, deriving from the interpretation and/or execution of this contract or from any dispute connected to and/or deriving from it, will be acknowledged exhaustively and exclusively by the Judicial Authorities with seat in the Municipality of Como, with waiver of the Purchaser to object to the change of jurisdiction, for any related reasons, even when sued by Third Parties before a different Judicial Authority.

12) Communications and electing an address

- a. For the purpose of any communication and service of documents, including judicial documents, the Parties declare to elect an address at their respective registered offices, indicated in the documentation relative to the order, and they commit to communicating with the other Party quickly and in writing, via registered letter with acknowledgement of receipt, regarding any variation, transfer or modification of said offices.



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- b. In the event of omission of the communication stated in the previous point, the communications or service of documents, including judicial documents carried out at the registered office indicated in the documentation relative to the order, or indicated in the last communication received by the other Party will be considered valid for all legal purposes.

13) Final provisions

- a. The invalidity, in whole or in part, of individual provisions of these General Terms of Sale does not affect the validity of the remaining provisions.
- b. Any variation, integration, derogation or modification of any clause of this contract, must be agreed in writing under penalty of nullity, with the specific indication of the contractual clause annulled and/or replaced and/or derogated and/or integrated; also under penalty of nullity
- c. For any matter not governed by this contract, the common provisions regarding obligations and work contract, envisioned in the Italian Civil Code in force, are applied exclusively.

14) Processing personal data

- a. The Purchaser declares to have received complete information of his rights pursuant to Italian Decree Law 196/2003 and subsequent amendments and authorises the Seller and Professionals, which it uses, to process personal data for fulfilment of communication obligations established by Law and in particular the fiscal and tax obligations, as well as for processing statistics and research used for company purposes.
- b. The Seller declares that the Purchaser's personal data will be processed according to the provisions of the Italian Law on the subject of processing personal data.

Canzo,

Purchaser's signature

Pursuant to arts. 1341 and 1342 of the Italian Civil Code, the Purchaser declares to have examined and understood the provisions contained in this contract, specifically approving the overall content of the following articles: 4) Delivery terms; 5) Warranty: terms and conditions; 6) Invoicing and payments; 7) Retention of title; 8) Transfer of the contract; 9) General limitation of contractual liability; 10) Trademarks; 11) Disputes and Jurisdiction;

Purchaser's signature