

GENERAL TERMS AND CONDITIONS OF SALE – SACET Srl

**1. Preamble**

Any delivery of goods and services by **Sacet S.r.l.**, with its headquarters in Italy, at Via Del Candel 55/D, 32100 Belluno (BL), VAT number 00654590256 (hereinafter called the "**Seller**"), shall be subject to the General Terms and Conditions set forth herein. No clauses including specific additional terms and/or making an exception to the General Conditions herein shall be applicable unless expressly agreed upon and approved in writing by the parties.

2. Orders and Products

- 2.1** The Products available are those listed in the catalogue of the Seller or on its website (www.sacet-probes.com) excepting any customized items which the Purchaser may have required and which have been approved in writing by the Seller.
- 2.2** The Seller's offers are not binding. After receiving the order from the Purchaser, the Seller shall send the order confirmation to the Purchaser detailing all the items requested.

3. Order Confirmation, Shipment and Terms of Delivery of Goods

- 3.1** Ordered goods will be delivered FCA (Incoterms 2010) with loading at the Seller's premises unless otherwise agreed upon in writing between the Seller and the Purchaser. The order confirmation from the Seller shall set forth the transport terms and delivery conditions used. The Purchaser may not object to terms and conditions after the goods have been loaded.
- 3.2** Shipment shall be carried out by a carrier selected by the Purchaser within, and no later than, 15 calendar days after the Seller has informed the Purchaser by electronic mail that the ordered item is ready for delivery (so-called "readiness to ship" notification). The Purchaser shall inform the Seller in writing about the precise date of collection at least three working days before such date.
- 3.3** If the Purchaser, after written order confirmation, fails to collect or to have the goods collected within 15 days of readiness-to-ship notification as mentioned above, the Seller shall be entitled, at its option and making an exception to the agreed date of collection, to ship the goods to the Purchaser choosing the method of transport, the route and licensed carrier. Alternatively, the Seller may request that the Purchaser pays a penalty per month or per fractions of months amounting to 0.5% of the value in euros of the unclaimed goods except for the first month, which shall be deemed to be a grace period.
- 3.4** If the Seller selects the carrier for shipping the goods, all transport costs borne by the Seller shall be paid in full by the Purchaser according to the terms and conditions set forth in the relevant invoice.
- 3.5** The parties may agree to perform partial deliveries. In this case, each shipment shall be deemed to be an autonomous contract of sale; it shall be invoiced separately and shall be subject to the general terms and conditions of sale herein.

4. Claims and Returned Goods

On receiving the goods, the Purchaser shall carefully inspect and test them for acceptance. Any faults in the goods shall be reported to the Seller according to these General Terms and Conditions of Sale. Claims or objections shall not entitle the Purchaser to stop payment of the invoice referring to the goods in dispute.

No goods may be returned to the Seller without the Seller's prior written permission.

5. Risk of Loss or Damage

As soon as the goods have been delivered to the Purchaser, to a person acting on the Purchaser's behalf, to a forwarding agent or to the carrier in charge of shipment, the risk associated with the purchased items shall solely and totally pass to the Purchaser.

6. Modifications

As to design and assembly, there may be some differences between the goods delivered and the items shown in the catalogue. Such modifications are deemed to be normal, that is to say, they do not alter the essential features of the products.

7. Prices and Terms of Payment

- 7.1** The Products are delivered at the prices, conditions, terms and discounts set forth in the price list current upon receipt of the order. The Seller shall inform the Purchaser about any changes in price lists, conditions, terms or discounts at least 60 (sixty) days before they come into force, excepting price rises due to modifications to the basic specifications of the products.

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- 7.2** Prices are in euros and do not include value-added tax, customs duties and taxes, costs or expenses for loading, unloading or freight or any levies applicable to the sale of goods in the Purchaser's country. Should it be needed, the Seller reserves the right to change the terms of payment depending on the financial situation of the Purchaser or on its previous payments. The terms of payment used are specified in the order confirmation.
- 7.3** With reference to payments overseas, unless otherwise stated, the costs of transferring funds from the foreign bank to the Italian bank shall totally be borne by the Purchaser. In the event of a default in payment, the Seller is entitled to stop carrying out further deliveries which may have been agreed upon and have not yet been performed.
- 7.4** Unless otherwise specifically stated in the order confirmation or agreed upon in writing between the Parties, payments shall be made to the Sellers according to the following terms: within 30 days of readiness-to-ship notification, as set forth in section 3.2 hereinabove or, if no readiness-to-ship date is known, within 30 days of the date of invoice.
- 7.5** Upon failure of the Purchaser to pay any amounts due to the Seller, the Seller may opt to cancel the contract.
- 7.6** Should payment not be made when due according to the terms set forth hereinabove, the Seller is entitled to charge the Purchaser with interest on all overdue payments at the rate applicable, from time to time, to business deals. The Seller reserves the right to claim compensation for any further major damage.
- 7.7** If the Purchaser fails to pay or fails to pay in due time or should composition before bankruptcy or other insolvency proceedings have been commenced against the Purchaser, the Seller, without waiving its rights or further remedies available, shall be entitled to:
- i) suspend, delay, cancel or stop, at its sole discretion, any further deliveries of goods as well as
 - ii) varying the terms of payment and discount of subsequent orders, even by requesting either advance payment or further collaterals.

8. Warranty**8.1 Warranty against defects**

- 8.1.1** Upon receiving the goods, the Purchaser shall immediately inspect them.
- 8.1.2** The Products delivered are covered by a warranty against defects and faults in workmanship for a period of 12 (twelve) months from the date of the shipping document. No warranty is made in respect to any of the goods which have been subject to damage during shipment; to alteration, improper care, negligence, improper installation, clumsy or unauthorized attempts to carry out repairs; to improper use or however different use, misuse or abuse, though for short periods, of the features of the product.
- 8.1.3** The Seller shall remedy any non-conformity defects or faults in the products for which the Seller is liable at the conditions hereunder.
- 8.1.4** Any claims referring to so-called evident defects which are not caused by freight, loading or unloading shall be notified to the Seller in writing by electronic mail or within and no later than 10 days after the Purchaser has received the goods, otherwise the warranty shall cease to be effective.
- 8.1.5** Any claims referring to defects which are not detectable on close inspection upon receipt (so-called hidden defects) shall be notified to the Seller by electronic mail within and no later than 10 days of defect detection and, however, no later than one year after the product has been delivered to the Purchaser, otherwise the warranty shall cease to be effective.
- 8.1.6** The claim sent by the Purchaser to the Seller shall describe the defect found in the product/s to which it refers in detail, including the specific circumstances in which the defect has become apparent. Furthermore, the Purchaser shall attach the shipping document along with evidence of the date of receipt of the alleged faulty products, any photographs of the defect/fault as well as mentioning the precise number and position in the shipping document.
- 8.1.7** In the abovementioned cases, the Seller may decide, at its sole discretion, whether to replace or to repair the faulty products or parts without any additional charge to the Purchaser. Alternatively, and at its option, the Seller may grant the Purchaser a reduction in price. Costs and expenses of any kind (e.g. of organisation, access, removal, re-removal, equipment, tools, etc.) necessary to ensure the replacement and/or repairing of the products or of the faulty part remain the responsibility of the Purchaser. The Seller does not carry out any assistance activities outside its own plant.
- 8.1.8** If defects are slight, the Purchaser is only entitled to a reduction in the quoted price, at the Seller's sole discretion.

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The Purchaser shall prove that the goods have been handled and stored carefully according to the instructions and/or specifications of the products.

8.3 Applicable Warranty

8.3.1 The Seller shall not be liable for any damage caused to the goods in transport.

8.3.2 The Seller shall not accept returns unless previously agreed in writing by the Parties. In this case, the goods shall be returned in original packaging and with all labels (type of product and references).

8.3.3 Faults in products due to improper use which is not in accordance with any instructions, features of the product itself, or due to improper installation or bad or non-maintenance, shall in no way be covered by this warranty.

8.3.4 Moreover, this warranty shall cease to be effective in the following cases: improper use or misuse; installation performed improperly and by unqualified staff; normal tear and wear; negligence or non-maintenance; exploitation in unsuitable environments or climates; along with any alterations to the products without the authorization of the Seller. The product supplied by the Seller makes up a system / product which is designed / produced / marketed by the Purchaser. Therefore, the Purchaser assumes full responsibility and liability for:

1. designing its own product / system correctly and appropriately, taking into account any difficulties which are likely to arise with the specific purpose which such product / system is intended for as well as any foreseeable faults or defects, including malfunctions in the product supplied by the Seller, in order to limit any damage in terms of safety, health and economic value;
2. verifying and validating the correct compatibility of the specific purpose with its own product / system, including the compatibility of the product which has been supplied by the Seller.

8.3.5 The Seller's instructions concerning the conditions or use of the products hereunder shall be followed by the Purchaser; otherwise any applicable warranties shall cease to be effective.

8.3.6 The Seller's obligations which are set forth in section 8 herein shall assimilate and replace relevant obligations provided for by the law, including provisions implementing directive 99/44 and following riders. So therefore, it is agreed hereby that the Seller shall however not be liable for any further damage, losses or claims arising out of the delivered goods and/or in connection with their reselling, except for wilful malice or serious fault.

8.3.7 Excepting cases of wilful malice or serious fault, the Seller shall not be liable for immediate damage amounting to over 100% of the price paid by the Purchaser for the goods. The Seller shall in no way compensate the Purchaser for any lost profit and/or any indirect and/or mediate damage. In any case, the Seller shall not pay the Purchaser any damages which the Purchaser may be compelled to pay to third parties.

9. Retention of Title

9.1 Title to the goods delivered or any part thereof shall not pass from the Seller to the Purchaser until all payments due hereunder have been duly made.

9.2 In case of processing, combining or mixing of the goods owned by the Purchaser, the Seller shall be entitled to co-ownership of the new product inasmuch as the invoiced value of the goods sold with retention of title relates to the value of the goods and processing which the Seller has supplied.

9.3 If default is made in any of the payments to be made by the Purchaser, after the first request for payment, the Seller shall be entitled to remove the goods as its property and the Purchaser shall be obliged to return such goods.

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10. Intellectual and Industrial Property Rights

- 10.1** The Purchaser agrees to treat information, data, designs, know-how and documentation received or learnt from the Seller as strictly confidential. Moreover, the Purchaser shall solely use and access such information and confidential documents for the purposes herein.
- 10.2** Even after the contract of sale, delivery or work has been terminated, the Seller shall remain the owner of its brands, patents, names of products, designs, plans, models, studies, drawings and any documents, of packaging design and of all intellectual and industrial rights in general.
- 10.3** The Purchaser shall in no way give the information heretofore to third Parties, unless previously agreed in writing by the Seller. If the information has been provided in writing, it shall immediately be returned to the Supplier upon its request.
- 10.4** The Seller's technologies and know-how, whether patented or not, referring to the products or services provided by the Seller itself shall fully remain the property of the Seller or of its assignees. The Purchaser shall only have the right of use of the products, as non-exclusive title.
- 10.5** The Purchaser is entitled to use or register trademarks, trade names and other industrial and intellectual property rights belonging to the Manufacturer / Seller only with prior written permission and solely in the Seller's interest.

11. Law and Place of jurisdiction

- 11.1** Unless differently specified, the contract shall be governed by the Italian law regulating sale.
- 11.2** The Court of Belluno shall be the place of jurisdiction for any dispute arising between the Purchaser and the Seller, referring to both these General Terms and Conditions and any other agreement between the aforesaid parties.

12. General Provisions

- 12.1** The rights and liability of the Purchaser set forth herein shall not be transferred.
- 12.2** Any alterations, riders and other additional agreements to these General Terms and Conditions of Sale shall be effective provided that they have been agreed upon in writing by the Parties.
- 12.3** Should one or any of the provisions or clauses herein be null and void or unlawful, the validity of the remaining clauses or parts thereof shall not be affected. In such a case, the Parties shall replace the invalid provisions with others which are effective according to the Italian law and closer to the original intention of the Parties.