



GENERAL CONDITIONS OF SALE

ART 1. General

- a) These General Terms and Conditions of Sale and Delivery shall apply to all goods and transactions between DETAS SPA (hereinafter "DETAS") and the Customer. Different terms and conditions of the Customer are binding only if expressly acknowledged in writing by DETAS.
- b) The present General Terms and Conditions of Sales and Delivery shall remain in force even in individual cases where they are not enclosed, but have been brought to the Customer's attention in another manner.
- c) If any provision of these General Terms and Condition of Sales and Delivery is held invalid in whole or part, the parties shall add lieu thereof a new agreement as similar in legal and economic effect as may be possible.
- d) Offers (in particular as found in price lists, brochures, the Internet etc.) are not binding.
- e) All agreements and legally relevant declarations by the contracting parties are valid only if made in writing. In the event of conflict between contractual provision agreed in writing and these Terms and Conditions, the contractual provisions shall prevail.

ART 2. Execution of contract – Orders

- a) Orders placed directly to DETAS or through his agents or representatives shall not become final and binding until they are confirmed in writing (order acceptance) by DETAS.
- b) The contract shall be executed upon written acknowledgement by DETAS that DETAS accepts the order (order acceptance) and / or upon issuance of the invoice.
- c) Deviation from the order in the order acceptance or invoice shall become an integral part of the contract unless disputed in writing by the Customer within five business days of receipt of the order acceptance. The right to correct simple invoicing errors is reserved.
- d) Any request by the Customer to amend or cancel an order will only be considered if it has been made in writing to DETAS at least seven (7) days before shipment of the goods. After this period, all placed orders will be payable by the Customer.
- e) If the products would have been produced in accordance to the order, DETAS reserves the right to accept any order modification at anytime. The customer must honour these orders.

ART 3. Pricing

- a) In the absence of arrangements to the contrary, all prices are understood as net, in EURO currency, with no deduction of any kind.
- b) Small-lot and rush charges, shipping and packing costs and costs of implementing special customer requirements shall be at the Customer's expense and are invoiced separately. The Customer shall likewise be liable for value-added tax.
- c) In the event of changes in pricing due to unforeseeable circumstances between the conclusion of the contract and delivery (in particularly currency fluctuations and supplier prices), DETAS shall be entitled to adjust the prices accordingly.

ART 4. Terms of Delivery

- a) The term of delivery specified in the order confirmation or invoice shall apply and shall commence upon conclusion of the contract.
- b) The term of delivery shall be extended commensurately if:
 - b1) DETAS does not receive the specifications required for performance of the contract in good time, or if Customer subsequently alters the specifications and thereby causes a delay in delivery.
 - b2) Hindrances arise which DETAS cannot overcome despite application of due care, regardless of whether such hindrances arise at DETAS, at Customer or at third party.
- c) In the event of late delivery the Customer shall not have no right to indemnity or additional performance. The Customer shall not have the right to withdraw from the contract.
- d) If DETAS is unable to delivery on time or at all due to events beyond its control occurring at DETAS or its suppliers, DETAS shall have the right to withdraw from the contract in whole or part. DETAS reserves the right to effect partial deliveries.

ART 5. Transfer of Risk

The risk in the goods, and particularly those risks inherent in their carriage, shall pass to the Customer immediately upon their delivery. Delivery shall take place, for all sales whatever their destination at the time the goods leave the DETAS's factories or warehouses, irrespective of any terms of sale or payment of the costs of carriage. However, for orders which refer to INCOTERMS, the rules of the INCOTERMS prevailing at the time of the sale, shall apply. It is the Customer's responsibility to take all necessary steps to ensure that his rights are safeguarded with respect to the carrier of the goods by taking all necessary precautions within the time periods and terms specified by the rules governing such matters.

ART 6. Packing, Transport and Risk

Goods are travelling at customer's own risk, even if despatched carriage paid and DETAS has no responsibility after goods have left the warehouse. Unless differently agreed, packing and transport costs are debited on Customer. Any insurance covering transport risks and of any other nature, will be effected only on Customer's explicit request and at his charge. Lacking proper instructions, our Company will deliver goods with more suitable transport way at its charge.

ART 7. Inspection and acceptance of shipment

- a) The Customer shall inspect shipments within five business days of receipt or installation and shall notify DETAS in writing of any defects within this term. The goods are considered accepted after the elapse of this term.
- b) DETAS shall, at its discretion, remedy any defects of which it is notified pursuant to ART 8. and which DETAS acknowledges or which are imputable to DETAS, or replace the defective goods.
- c) The Customer shall have no rights or claims arising from defects of any kind in shipments other than those expressly stated in ART 7. and ART 8.

ART 8. Warranty, liability for defects.

- a) The warranty period shall commence upon arrival of the shipment at the point of destination. The goods may be composed of multiple components, which may be covered by a different warranty period. In particular, this warranty is valid for a period of twelve (12) months excluding batteries and consumables, for which the warranty is equal to six (6) months. The goods replaced or repaired is not covered by a new warranty.
- b) The Customer's claim shall be limited to replacement or repair of the defective goods. Redhibition and abatements are excluded.
- c) The warranty shall expire early if the Customer or a third party improperly undertakes alterations or repairs or if the Customer, in the event of a defect, does not immediately give DETAS the opportunity to remedy the defect.
- d) DETAS shall not be liable for defects arising from inaccurate or imprecise information provided by the Customer. DETAS shall further not be liable for defects arising in consequence of natural wear and tear, improper maintenance, improper use, excessive load, circumstances beyond one's control or other causes not imputable to DETAS.
- e) DETAS shall not be liable for consequential losses or indirect losses from the use or temporary inoperability of the system supplied, i.e. for loss of income and any additional efforts by the Customer.
- f) In the event that a product liability claim is lodged against DETAS by a third party in respect of a defect not imputable to DETAS, the Customer shall indemnify DETAS for all costs incurred thereby.

ART 9. Retention of Title

DETAS reserves title to the goods until payment in full of the price and of all incidentals. The risk in the goods shall however pass to the Customer upon delivery, as defined in Article 5 above. If payment is late or remains unpaid whether in whole or in part, DETAS reserves the right on demand and without further formalities to require the delivered goods to be returned to it, wherever they are located. Goods stored at the premises of the Customer (including depots, warehouses) will be deemed to be the subject of the unpaid invoices. The customer shall therefore not grant any rights to third parties that might limit the exercise of the provisions of this condition. All costs of returning the goods to DETAS will be borne by the Customer. If the Customer becomes insolvent or bankrupt he must (I) notify DETAS within 24 hours and (II) immediately cease selling any goods which are not yet his property. Customer must also comply with his obligations as bailee. Customer shall therefore be required to pay for the goods if they disappear, whether accidentally or otherwise. Customer shall not remove packaging or labels from goods stored by him and which are unpaid. The above provisions are without prejudice to any claim for damages for total or partial failure to pay the price of the goods.

ART 10. Non-Payment

- a) Non payment of any invoice shall be considered a fundamental breach entitling DETAS to suspend any further delivery or to consider the contract terminated immediately by reason of the Customer's default without prejudice to any claim for damages. Similarly, where payment is agreed to be deferred and the Customer does not pay punctually or makes a claim for a batch already delivered, DETAS may revoke such payment term and require advance payment for the subsequent deliveries. Should the customer not meet such demand, DETAS shall be entitled to terminate the contract and claim damages. Where payment is not made on the due date in the invoice, interest for late payment will be payable, without the need for any formal notice to this effect and without prejudice to any future claim for damages, from the day following the due date.
- b) In the event the financial standing of the Customer constitutes a justifiable cause for concern, DETAS reserves the right to request payment in cash or prior to delivery in respect of current orders.
- c) Where goods in any order or by agreement are delivered in installments, the invoices relating to each delivery shall be payable by their respective due dates, and shall not be postponed until all the ordered goods have been delivered.

ART 11. Force Majeure

The following shall be considered as events of force majeure which shall therefore allow DETAS to cancel or suspend his contractual obligations, without any right of recourse for the Customer: accidents affecting the manufacture or storage of the products, total or partial interruption of supplies of raw materials or energy, default by carriers, fire, flooding, breakdown of machinery, total or partial strikes, administrative decisions, acts attributed to third parties, war and all and any external occurrences likely to delay or prevent the performance of DETAS's obligation or to render such performance economically exorbitant.

ART 12. Law and Jurisdiction

- a) The present contract is subject to Italian law excluding the Vienna Sales Convention.
- b) The sole place of jurisdiction of any legal disputes arising between the contracting parties shall be Brescia, Italy.