

GENERAL TERMS FOR SUPPLY OF MECTRONIK SRL PRODUCTS AND/OR SERVICES

Applicability: November 1st, 2020

1. Scope

1.1 The following general Order and Supply Terms exclusively govern all business relationships with our customers as well as the information and consulting.

1.2 If our general Order and Supply Terms have been integrated and/or referred to in a contract being entered into or in any other document, price list, transaction, direct action or through the www.mectronik.com company website then they are also valid for all further technical-commercial relationships between ourselves and the customer unless otherwise agreed in writing. The customer's terms are valid only if and to the extent to which they have been explicitly accepted by us in writing. In particular, our silence regarding these different terms cannot be considered as acknowledgment or acceptance thereof, not even in case of future contracts.

1.3 Our Terms prevail over the customer's purchase terms even if, based on these terms, order acceptance is envisaged to be unconditional acknowledgment of the purchase terms. The customer, by accepting our order confirmation, explicitly acknowledges his waiver of any legal objections arising from the purchase terms.

2. Information, consulting, quality of goods.

2.1 Information and consulting regarding our products are provided solely based on experience accrued to date. The values given in this regard are average values. All data concerning our products and, in particular, pictures, drawings, information concerning contents and performances that are found in our quotations and our brochures or in our company website are to be considered as approximate Values.

2.2 Referral to standards, similar technical regulations or technical data, descriptions and pictures of the object of the supply in quotations and brochures or in our advertising is a promised quality of our goods only if this characteristic has been explicitly designated by us as a "quality of the goods". Otherwise these are general descriptions of performances to be considered unbinding.

2.3 A guarantee shall be considered to be assumed by us only when we have specified, in writing, a quality or a result as guaranteed.

2.4 All our products are continuously updated and adapted to technical progress. We reserve the right to introduce changes into products even after they are ordered, at our reasonable discretion.

2.5 We reserve all property rights and copyrights on software, whether compiled or not, supplementary libraries or source code in general, pictures, drawings, indications of weights and measures, descriptions of performances and other qualities, cost estimates and any other document regarding our products. The customer undertakes not to make the documents described in the previous sentence available to third parties unless our explicit written consent in this regard. The qualities of any samples of our products become an integral part of the contract only if this has been explicitly agreed in writing.

3. Stipulation of the contract, scope of supply, testing

3.1 Our quotations are without obligation and unbinding. They are to be considered as simple invitations to the customer to place orders. A contract is stipulated even in current business relationships only when we have confirmed the customer's order in writing (even by fax or email). Our order confirmation is evidence of the contents of the supply contract. In case of immediate delivery our confirmation can be replaced by our invoice.

3.2 All agreements, ancillary covenants, promises and changes to the contract must be done in writing. This is also true for abolition of the clause concerning this requirement for stipulation in writing. Verbal ancillary covenants and changes/additions are null and void.

3.3 Assumption of a procurement risk does not lie only in our commitment to supply a specific thing only based on kind.

3.4 In case of orders concerning partial supplies on customer request or of delays in testing attributable to the customer we are entitled to purchase the material for the entire order and to forthwith manufacture the entire quantity ordered. Consequently, once the order is placed it is no longer possible to consider any requests for changes from the customer unless explicitly agreed.

3.5 The customer is required to promptly inform us in writing prior to stipulation of the contract regarding any special requirements related to our goods.

3.6 If goods testing or shipment undergo delays due to a reason attributable to the customer, if the customer, at expiration of the delivery time does not give a shipping order or if due to his fault the customer does not meet the obligation to ask for partial supply as agreed in the contract we are entitled, after granting a 7-day extension, to demand immediate payment of the purchase price or to withdraw from the contract or to reject fulfilment of the contract and to ask for compensation for damages in place of the entire performance. Granting of the extension must be done in writing. We, hereby, remind you once again of the rights stemming from this clause. In the event of claim for compensation for damages, the indemnification to be paid shall correspond to at least 10% of the net supply price. This is without prejudice to the right to prove a different amount for damage or to the fact that no damage took place.

3.7. If shipment is delayed upon customer request or for reasons attributable to him we are entitled, upon expiration of the preset deadline, notifying in writing that the goods are ready for shipment, to warehouse them and to bill for arising costs at least 0.5% of the net amount of the invoice for each month or fraction of month. We retain the right to claim more ample rights. The customer is liable to prove that the costs incurred were lower. Moreover, we have the right, after expiration of the deadline, to dispose otherwise of the contract goods and to carry out, for the customer, a new delivery with a suitable deadline.

4.8. We are entitled, in case of delay by the customer to place a total or partial delivery order, to postpone the delivery for a period equivalent to the customer's delay plus an appropriate period for taking adequate measures.

4. Delivery, delivery times, delivery delays

4.1 Binding delivery times must be expressly agreed in writing. For our part, we shall do our best to meet unbinding or approximate delivery times.

4.2 Delivery times take effect upon receipt of order confirmation by the customer, even in case of orders made by email. Delivery times, however, will not take effect until all details for executing the order have been clarified and all other conditions that the customer must comply with have been carried out. The same is true for delivery times. If, after placing the order, the customer asks for changes then a new delivery time takes effect only after the change has been confirmed by us.

4.3 Deliveries are allowed prior to expiration of the deadline. The day of delivery is the day of notification that the goods are ready for shipment or, on the contrary, the date of shipment of the goods. We are entitled to make partial deliveries. Unless otherwise agreed in writing interest in our service lapses only if we do not supply essential parts or supply them late.

4.4 Unless otherwise agreed delivery takes place on a day we choose within the agreed deadline, both for long-term contracts requiring partial deliveries and for single contracts. We can deliver the goods the first working day after stipulation of the contract and at any time, in normal office hours, within the delivery time.

4.5 Claims for compensation because of delivery delays are limited to the maximum amount of 3% of the net price of the late delivery of goods for each whole week of delay and for a total, however, of a maximum of 10% of the net delivery price. Liability is limited to legal liability if the delay is intentional or due to gross negligence or constitutes serious breach of an obligation. If this is only breach of an obligation by negligence it cannot exceed the foreseeable damage.

4.6 If we fall in arrears with the delivery the customer must first grant us a reasonable extension for providing the service. Should this deadline expire without delivery then the customer can assert the rights governed by the law unless other provisions in these general Terms. The customer can withdraw from the contract, if we have not provided the service for a term set in the contract or within a contractually specified term, only if his interest in this service has been contractually bound to the punctuality of the service.

4.7 If, the delivery being late, the customer grants us a reasonable extension and this term expires without performance then the customer is entitled to withdraw from the contract; due to default, the customer is entitled to compensation to an amount equal to the foreseeable damage only if the delay can be attributed to willful misconduct or gross negligence or serious breach of an obligation. For all else liability for compensation is limited to 50% of the damage that has occurred.

4.8 Limits to liability pursuant to paragraphs 4.6 and 4.7 shall not apply if a fixed-term contract has been stipulated. The same is true if the customer, because of a delay attributable to us, is able to claim that instead of the service it is necessary to consider an immediate claim of the right for compensation for damage.

4.9 We do not fall in arrears if the customer is in arrears with performance of obligations in our regards, even if these are under other contracts.

4.10 We are not required to carry out delivery until the means of transport agreed with the customer is available. Goods, at any rate, always travels at the customer's risk.

5. Reserve of procurement by subcontractors, force majeure and other impediments

5.1 If, despite regular supply, for reasons for which we are not responsible, the supplies or services of our subcontractors are not carried out or are incorrect or are not on time or if force majeure events have taken place we shall promptly inform our customers thereof in writing or in text format. In this case we have the right to postpone delivery for the entire duration of the impediment or to withdraw, as a whole or in part, from the part of the contract that has not yet been fulfilled provided that we have complied with our above-mentioned obligation to inform and we did not take on the risk of procurement. Force majeure causes include strikes, lockouts, official interventions, lack of energy and raw materials, transportation difficulties which are not our fault, business impediments which are not our fault such as, for example, fires, water damages, damages to machinery and all other impediments which, from an objective standpoint, did not take place due to our fault.

5.2 If a binding delivery time has been agreed and the delivery time, because due of some events under point is exceeded, the customer has the right, after vain expiration of a reasonable extension, to withdraw from the part of the contract still not complied with if objectively he cannot be required to further remain bound to the contract. In this case the customer cannot file any further claims.

6. Shipment and passage of risk, insurance, packing

6.1 Unless otherwise agreed in writing shipment is carried out by us ex works without insurance at the customer's risk and expense.

6.2 For our part we strive to accommodate customer's requirements concerning type and method of shipment. Additional costs which arise are borne by the customer even if shipment has been agreed free at destination. If shipment is delayed upon request by or due to fault of the customer the goods are warehoused at the customer's risk and expense. In this case notice that the goods are ready for shipment is equivalent to shipment. Choice of the means of transport and procedures is at our discretion and depends on the value or the critical nature of the objects to ship.

6.3 The risk of accidental loss or deterioration passes to the customer at the time of delivery to the shipping firm, carrier or other businesses charged with performing shipment of the goods to be supplied to the customer and in any case no later than when the goods leave our offices, warehouse or the premises of a subcontractor.

6.4 If dispatching is delayed because, following customer arrears in payment of all or part of the amount due, we have exercised our retention right, or for other causes attributable to the customer the risk passes to the customer on the day on which notice is given to the customer that the goods are ready for shipment.

7. Claims, warranty, breaches of obligations

7.1 As a general rule we answer for the performance of our products only if they are used for their intended purpose.

7.2 Unless explicitly otherwise agreed we provide, in case of demonstrable defects in materials, manufacture or construction, a 12-month warranty (claim term) starting the day the goods come to the customer's premises.

7.3 An independent expert shall be appointed by mutual consent in case of differences of opinion regarding the causes and liability for a defect claimed by the customer with the task of clarifying pending issues. The costs for the expert (advances, final invoice, etc.) are at first charged each for half of the amount to both of the contracting parties with final allocation of costs within the relationship settled only subsequently, as part of handling of the claim.

7.4 In case of obvious defects the customer must lodge a claim in writing immediately after receipt of the goods. Written claims must contain a detailed description of the defect. A late or formally incorrect claim invalidates any claim by the customer based on breach of an obligation subsequent to deficient performance. If the goods are not delivered by us but rather by a shipping firm commissioned by us then it is necessary, in case of defects evident at the time of delivery, to also lodge a claim to the shipping firm and make a written report of the defects found. The above-mentioned obligations remain also effective. A late claim also excludes the customer from lodging a warranty claim accordingly.

7.5 A late or formally incorrect claim excludes any claims by the customer based on breach of an obligation as a result of deficient performance.

7.6 The goods supplied are deemed to be approved by the customer and to comply with the contract with the start of transformation, installation, processing, use, combination or interaction with other materials. The same is true when the goods are subject to further shipment starting from the original destination.

7.7 The disputed goods must be left in the shipping container so that we can properly check the validity of the claim, as long as we have not explicitly waived this condition by written statement, which can also be a fax, and the customer guarantees separate custody of the disputed goods.

7.8 The customer, for breaches of other types of obligation, before asserting any other rights, must immediately send a written notice, setting a suitable term for remedy.

7.9 If the defect exists it is eliminated at our discretion by free repair or replacement, taking into account that, as a general rule, we must be granted two repair attempts. Defects attributable to the customer and unjustified claims are eliminated by order and at the expense of the customer.

7.10 In case of claim the customer may withhold payments only to an extent appropriately proportioned to the arisen defects. If the claim is unjustified we are entitled to be refunded of all costs incurred from the customer.

7.11 If the material supplied is used for sporting and/or competitive purposes no insufficient result, whether sporting, commercial, technical or of image, may be imputed or charged to the supplier. Moreover, warranty, as is standard practice, is forthwith voided.

7.12 If the breach of obligation does not exceptionally concern our provision of a service then withdrawal is excluded, as long as our breach of an obligation is negligible. With the exception of liability for defects withdrawal is also excluded if breach of obligation cannot be attributed to us.

7.12 Further customer claims because of, or connected to defects or to damages consequent on defects, irrespective of the reason, shall not exist as long as these are not claims of compensation because of a promise of a quality explicitly specified in the contract or a warranty protecting the customer against the risk of damages consequent on defects. Again in this case, however, we only answer for typical and foreseeable damages.

7.13 Defects, subject matter of a timely and formally correct claim must be asserted against us within the 12-month limitation term which takes effect the date of delivery of the goods to the customer. This limitation term is also valid for concurrent claims arising from unlawful acts or for any claims motivated by damages consequent on defects.

7.14 Our warranty and the resulting liability are excluded if the defects and relevant damages are not demonstrably due to defective materials or manufacturing errors. In particular, our warranty and liability are excluded for consequences from incorrect use (in particular if use is contrary to the relevant instructions and does not comply with the state of the art), for damages caused by third parties (such as shipping firm), inappropriate changes or repairs, destructive tests carried out by the customer or natural wear of the goods, excessive use or unsuitable operating equipment and also for the consequences of chemical or electrolyte influences which do not correspond to forecast average standard influences. Nor do they exist if the difference with respect to agreed or usual quality or usability is negligible.

7.15 Customer claims for costs required for subsequent fulfillment of performance are also excluded, in particular the costs of transport and related infrastructures, labor and materials, insofar as these costs are increased because the object of the delivery was subsequently taken to a place different from the place of delivery or the customer's headquarters.

Any claims for recourse by the customer against us in case of resale of the goods are valid only provided the customer did not stipulate, with his purchaser, agreements envisaging performances/characteristics or functions that differ from those originally envisaged and pursuant to the law in case of defects.

7.16 Calibration and installation of our products (when requested) presuppose that the customer provides at his expense all the structures necessary to carry out these operations. The customer must support the supplier by providing expertise and state-of-the-art tools in order to best assist the work done by personnel carrying out these operations. Mectronik reserves the right to interrupt the service whenever safe working conditions are not ensured. The customer must always ensure the presence of his own trusted technician who shall validate all installation, calibration or fine tuning operations in those cases where the product interacts with third-party components that are not directly designed by, manufactured by, or otherwise attributable to Mectronik srl.

7.17 All recognition of defects, flaws or other breaches of obligations is always and only valid when done in writing.

8. Prices, payment terms, uncertainty exception

8.1 Basically all prices are understood with packing excluded, ex works and with VAT charged to the customer to the amount required by the law.

8.2. Unless otherwise agreed the services that are not part of the quotation are provided based on our general price lists in force

at the time.

8.3 We are entitled to increase prices, in case of increase in the costs of procurement of materials or the costs of production, taxes, salaries and related accessory costs as well as energy costs and costs arising from environmental protection standards, if more than two months have elapsed between stipulation of the contract and delivery. Increases pursuant to the previous sentence are excluded if the increase in the factors mentioned is compensated by a decrease in costs of other factors mentioned as concerns the overall burden of costs bearing on the supply.

8.4 If, in exceptional cases we contractually took on the costs of transport, additional costs arising from increases in shipping fees introduced after stipulation of the contract are to be borne by the customer.

8.5 Our invoices are to be paid within the date and terms specified on them. We also have the right, however, to ask for payment in advance of delivery of the goods. Deduction of any agreed discount is calculated based on the net amount and is admissible only if there are no existing arrears against us arising from business relationships with the customer and if all outstanding commitments have been honored.

8.6. We also have the right, notwithstanding different provisions by the customer, to allocate payments at first to the customer's older debts. We shall inform the customer regarding the type of offset being carried out. If costs and interest have already accrued we are entitled to allocate the payment at first to the costs, then to the interest and, finally, to the main service.

8.7 The customer is in default, even without reminder, within 31 days of delivery, if we were committed to performing delivery, or within 31 days after our notice that the goods are ready in case of delivery ex works. If a binding payment term has been agreed the customer is in default when he does not meet this term.

8.8 8% default interest is due from the time the customer is in default, while we retain the right to evidence greater damages.

8.9. Moreover, in case of customer default we are entitled to retain all supplies or services based on all contracts entered into with the customer until full compliance with his obligations. The customer can avoid this right of retention by submitting an irrevocable and unlimited promise to pay from a first-class bank for an amount equal to all our collectible receivables or another equivalent guarantee.

8.10 The payment day is the date on which we receive the money or when it is credited to our bank current account. We reserve our right to claim greater damages. For all else the default in honoring a receivable entails immediate payment of all our other receivables arising from the business relationship.

8.11. If payment terms are not met or if circumstances arise or come to our knowledge which, based on our proper business judgment, give grounds for doubt regarding the creditworthiness of the customer, even for events already existing at the time of stipulation of the contract but which we did not know or should not know, we are entitled, without prejudice to further legal rights, to interrupt execution or delivery of current orders and, for deliveries still to be made, to ask for payment in advance or the establishment of objectively adequate guarantees and, after unsuccessful expiration of the extension granted for establishment of these guarantees, to withdraw from the contract, without prejudice to further legal rights. The customer undertakes to compensate us for all damages caused due to breach of contract.

8.12. If payments are deferred and subsequently take place as agreed then 8% interest is due for the duration of the extension without the need of placement in default.

8.13. A customer retention or compensation right exists only regarding counterclaims which are not disputed or which were assessed by final judgment as long as the counterclaim is based on breach of important contractual obligations.

An "important" contractual obligation, according to these Order and Supply Terms, is when we culpably infringe those obligations the due performance of which the customer relied and may rely upon because they characterize the contract. The customer can exercise a retention right only if his counterclaim is based on the same contractual relationship.

8.14 Our price lists and other general indications of prices are never binding.

9. Opening of a bankruptcy or moratorium procedure, suspension of payments

9.1 A petition for opening a customer bankruptcy or moratorium procedure regarding his interruption of payments, not based on retention rights or other rights, or regarding delays in payments entitles us to withdraw from the contract at any time or to make delivery of the purchased goods subject to prior performance of the obligation to pay. If the purchased goods have already been delivered then the purchase price, in the above-mentioned cases, shall be immediately due. In the above-mentioned cases we are also entitled to demand return of the purchased goods and to withhold them until full payment of the purchase price.

9.2 The rules at point 9.1 are valid even if we have accepted payment by check and the drawee or the drawer files a petition for opening a bankruptcy or moratorium procedure or interrupt their payments.

9.3 From the time of interruption of customer payments or in case of lodging of a petition for customer insolvency the customer no longer has the right to alienate, process, sell, install or use the goods which shall be considered to be under retention (see point 10.1). In this case he must immediately act to separately store and mark the goods under retention and to keep in trust for us the amounts due to us which he obtains as receivables transferred for supply of goods.

10 Retention of title

10.1 We retain title of all the goods we supply (hereinafter referred to, overall, as "goods under retention") until full payment of all receivables arising from the business relationship with the customer, including claims arising from subsequently stipulated contracts. This also applies for a balance in our favor even if some or all of the receivables are included by us in a current account and the balance is established.

10.2 The customer must adequately insure the goods under retention, in particular against fire and theft. Claims towards an insurer arising from an accident concerning the goods under retention, are hereby already assigned to us to the extent of the value of the goods under retention.

10.3 The customer has the right to resell the goods supplied through normal business channels. No other provisions are allowed and in particular pledging or transfer of ownership as guarantee. If the goods under retention at the time of resale is not paid for immediately by the third purchaser then the customer is required to resell the goods only under retention of title. The right to resell the goods under retention lapses certainly if the customer interrupts payment or falls in arrears with payments due to us.

The same is true if the customer belongs to a corporate group and/or when one of the circumstances listed in the previous points occurs in the parent company or in the controlling company.

10.4 The customer, hereby, already assigns to us all receivables, including ancillary rights and guarantees, to which he is entitled related to the final purchaser or to third parties or related to resale of goods under retention. The customer cannot stipulate any agreement with his own purchasers that in any way excludes or impairs our rights or cancels advance assignment of the receivable. The receivable with the third purchaser for the amount of the supply price agreed between ourselves and the customer, in case of sale of goods under retention together with other things, is held to be transferred if the invoice does not allow calculation of the amounts to be allocated to the individual goods.

10.5 The customer has the right to collect the receivable assigned to us until revocation by us, which can be validly notified at any time. On our request the customer is obligated to send us all the information and documents necessary for collecting the assigned receivables and, if we do not do so, to forthwith inform his purchasers of the assignment to us.

10.6 If the customer includes the receivables arising from resale of goods under retention in a current account relationship with his customers he as of now assigns to us the final balance recognized in his favor and corresponding to the entire receivable included in the current account relationship and arising from resale of our goods under retention.

10.7 If the customer has already assigned to third parties receivables arising from the resale of goods we have supplied or are to supply, in particular because of a without recourse or with recourse factoring or has stipulated other agreements that could impair our current or future guarantee rights according to point 11, he is required to forthwith notify us thereof. In case of with recourse factoring we are entitled to withdraw from the contract and demand return of the goods already supplied. The same is true in case of without recourse factoring if, based on the contract with the factor, the customer cannot freely dispose of the purchase price of the receivable.

10.8 In case of non-compliance with contract terms, and default in payments in particular, we are entitled – without first needing to withdraw from the contract – to take back all the goods under retention. In this case the customer is certainly obliged to return the goods unless his breach of obligation is to be considered negligible. In this case, the customer is required, during normal office hours, to permit an appointee from the supplier to access his premises to take an inventory of the supplier's goods. Taking back goods under retention entails withdrawal from the contract only if we explicitly declare this in writing or if it is required by mandatory legal provisions. The customer must inform us immediately of any third party intervention concerning the goods under retention or the receivables assigned to us.

10.9 If the value of guarantees existing based on the previous provisions exceeds the overall guaranteed receivables by more than 10% then we are required, upon request by the customer, to release the guarantees we choose to a corresponding amount.

10.10. If the goods under retention are transformed, changed or inseparably joined to other things that do not belong to us we become co-owners of the new thing to an extent equal to the ratio between the invoiced value of our goods and the invoiced values of the other transformed or joined things. If our goods are joined with other objects or movable goods so as to form a unitary thing, to be considered the principal thing, the customer as of now transfers to us, in the same ratio, co-ownership of the thing. The customer shall keep the property or co-owned property for us free of charge. The co-ownership rights that arise are considered goods under retention. On our request the customer is required, at any time, to provide us with the information necessary for us to assert our property and co-ownership rights.

11. Exclusion and limitation of liability

11.1 We disclaim our liability to the extent permitted by the law. We shall answer only for breaches of obligations committed fraudulently or by gross negligence but not for cases of minor negligence.

11.2 We shall be liable only for typical and foreseeable damages in case of the previous liability at point 11.1 and in case of liability without fault, in particular in case of initial impossibility and legal flaws.

11.3 Liability arising from our taking on a risk of procurement concerns us only if we have explicitly taken on this risk by written agreement.

11.4 Liability for indirect damages and damages consequent on defects is excluded unless an important contractual obligation has been infringed or unless we, our managers or our supporting personnel can be rebuked for breach of obligations fraudulently or through gross negligence. "Important contractual obligations" are obligations that protect the legal positions of the customer that are important for the contract and that the contract, according to its contents and scope, must grant to him. Also important are contractual obligations the performance of which is essential to permit due execution of the contract and on the fulfillment of which the customer normally can and does rely.

11.5 Our total liability is limited to the coverage guaranteed by our civil liability insurance for businesses. Any more ample liability is excluded. On customer request we can provide him, free of charge and at any time, with a copy of this insurance policy.

11.6 Liability exclusions or limitations according to previous points 11.1 - 11.5 apply to the same extent to our employees, managers and not, and to other auxiliary assistants and to our subcontractors.

11.7. Customer claims for compensation arising from this contractual relationship can only be asserted within the limitation term of 12 months starting from the day the customer received the goods.

11.8. The above regulations do not entail inversion of the burden of proof.

11.9. THE CUSTOMER TAKES NOTE AND ACKNOWLEDGES THAT THE PRODUCTS AND SERVICES ARE NOT MANUFACTURED, TESTED OR INTENDED FOR USES IN CONNECTION WITH DIAGNOSIS OR TREATMENT OF HUMAN BEINGS OR FOR HAZARDOUS ENVIRONMENTS OR OTHER SECURITY-REGULATED ENVIRONMENTS SUCH AS NUCLEAR OPERATIONS, AERIAL NAVIGATION, AIR TRAFFIC CONTROL SYSTEMS, SYSTEMS FOR SAVING HUMAN LIVES OR FOR THE SUPPORT OF HUMAN LIVES, OTHER MEDICAL DEVICES OR OTHER CRITICAL COMPONENTS IN ANY SUPPORT SYSTEM OF HUMAN LIFE WHEREIN PERFORMANCE FAILURES COULD REASONABLY LEAD TO SEVERE HARM TO HUMAN BEINGS, ENVIRONMENTAL DAMAGES OR SEVERE DAMAGES TO PROPERTY (HEREINAFTER REFERRED TO AS "RISKY USES"). ADDITIONALLY, THE CUSTOMER MUST TAKE ALL PRECAUTIONARY MEASURES TO PROTECT AGAINST MALFUNCTIONS OF THE PRODUCTS AND SERVICES, INCLUDING SETTING UP BACK-UP AND SHUTDOWN MECHANISMS. MECTRONIK EXPRESSLY DISCLAIMS ANY IMPLICIT AND EXPLICIT WARRANTY

REGARDING RISKY USE OF THE PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, THE CUSTOMER SHALL INDEMNIFY AND HOLD MECTRONIK HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, ACTIONS INCLUDING TRIALS, ARBITRATIONS OR ADMINISTRATIVE ACTIONS AND THE RELATED EXPENSES (INCLUDING REASONABLE LEGAL FEES) ARISING FROM ANY DANGEROUS USE BY THE CUSTOMER OF THE PRODUCTS AND THE SERVICES, INCLUDING PRODUCT LIABILITY CLAIMS, HARM (EVEN LETHAL) TO PERSONS OR DAMAGES TO PROPERTY IRREGARDLESS OF TOTAL OR PARTIAL VALIDITY OF THE CLAIM OR THE DEMONSTRATION OF MECTRONIK NEGLIGENCE. THE CUSTOMER ACKNOWLEDGES THAT HE IS LIABLE, IN THE LAST ANALYSIS, FOR CHECKING AND CONTROLLING THE RELIABILITY AND SUITABILITY OF THE PRODUCTS AND SERVICES, IRRESPECTIVE OF THE CIRCUMSTANCE THAT THE PRODUCTS HAVE OR HAVE NOT BEEN INCORPORATED IN A SYSTEM OR APPLICATION. THIS CHECK AND THIS CONTROL SHALL REGARD, BY WAY OF EXAMPLE, WITHOUT BEING LIMITED TO, THE SUITABILITY OF THE DRAWINGS, PROCESSES AND THE SECURITY LEVEL OF THE SYSTEM OR APPLICATION. IN ADDITION THE CUSTOMER MUST TAKE ALL PRECAUTIONARY MEASURES TO PROTECT AGAINST MALFUNCTIONS OF THE PRODUCTS AND SERVICES WHEN THE PRODUCTS OR SERVICES ARE INCLUDED IN A SYSTEM OR AN APPLICATION, INCLUDING BACK-UP AND SHUTDOWN MECHANISMS. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, THE CUSTOMER SHALL INDEMNIFY AND HOLD MECTRONIK HARMLESS FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, ACTION INCLUDING TRIALS, ARBITRATIONS OR ADMINISTRATIVE ACTIONS AND THE RELATED EXPENSES (INCLUDING REASONABLE LEGAL FEES) ARISING FROM INSERTION OF THE PRODUCTS AND SERVICES IN A CUSTOMER SYSTEM OR APPLICATION IRREGARDLESS OF TOTAL OR PARTIAL VALIDITY OF THE CLAIM OR THE DEMONSTRATION OF MECTRONIK NEGLIGENCE.

12. Copyrights

12.1 If a third party raises justified claims regarding infringement of copyrights by the products we supplied to the customer we shall answer to the customer within the terms mentioned at points 10 and 11 above and as follows:

We shall first of all try, at our discretion, to obtain a user right for the supplies in question, at our expense, or to change the products so that they no longer infringe the protection right or to replace them. If this is impossible at reasonable terms then the customer is entitled to assert his legal rights within the limits of these general Supply Terms.

b. The customer is due rights only if he immediately informs us in writing of the claims raised by the third party, does not recognize an infringement and provides us with all the defense and dealing measures to come to an agreement. If, in order to contain the damage or for other serious reasons the customer interrupts use of the products he is required to notify the third party that interruption of use does not entail recognition of a copyright infringement. If the customer, following his use of products supplied by us, is attacked by third parties he undertakes to forthwith inform us and offer us the opportunity to participate in any legal action. The customer must waive any action regarding the issues of copyright infringements that could jeopardize our legal position.

12.2 Customer claims are excluded if the infringement of protection rights is attributable to him. Customer claims are likewise excluded if the infringement of copyrights is caused by special customer requests, by an application we could not foresee or by the fact that the products have been changed by the customer or the infringement arises due to use or integration with products that are not designed or not supplied by us. Given the above, Mectronik may not be considered obligated, under these general goods sales and supply terms, in case of claims regarding infringements connected to the products or the software taking place outside the borders of the European Union. If Mectronik deems, according to its own judgment, that the hardware, software or services give rise to a breach of the law then it is entitled, in order to mitigate any potential damages, to permit the customer to continue to use the product and/or service, to replace the product with another equivalent product free of breaches of the law or to refund the costs incurred by the customer to purchase the products if the customer returns them and/or ceases to use the software or the services. THIS LIMITED INDEMNITY REPLACES ALL OTHER IMPLICIT WARRANTIES IN CASE OF INFRINGEMENT.

13 License agreements for use of software and/or Firmware

13.1 The customer declares that he is aware that the specific information regarding how to use the software and/or firmware is given in the document visible at the time they are installed or downloaded from the www.mectronik.com website. The customer also declares that acceptance of these terms implies automatic acceptance of the above-mentioned Software License agreement. All software and firmware is licensed for use and is not sold and ownership of the software remains exclusively with the licensor.

14 Updating of the specified regulations

14.1 Mectronik reserves the right to update these general sales terms at any time. These changes shall take effect only after an updated version has been published on the <https://www.mectronik.com> website.

In any case, the terms and conditions effective at the time of purchase shall apply to the related sale of Products and Services.

15 Products sold and/or distributed that are not under the Mectronik brand

15.1 I Non Mectronik Brand products that Mectronik resells may not be certifiable or repairable by Mectronik and it could be necessary for the Customer to directly contact the manufacturer of the products or the supplier of the Service. Mectronik, within the terms permitted by applicable law, does not guarantee and has no obligation to support these products and consequently all liability in this regard is excluded (including all liability arising from applicable regulations concerning product defects or flaws) related to Non Mectronik Brand products. The warranty and liability regarding Intellectual Property Rights under these general sales terms shall not apply to Non Mectronik Brand Products.

15.2 "Non Mectronik Brand Products" mean the third party software, hardware and services sold by Mectronik but which do not carry the Mectronik brand.

16 Regulatory compliance, limitation to dual use, protection of the end consumer

16.1 Exports. The Products (including the software and technologies incorporated in, or supplied with a Product or Service) purchased from Mectronik are subject to control by the relevant authorities and to other legal provisions on exports applicable in the countries that are the addressees of the goods. Additionally, the Products distributed by Mectronik in Europe are subject to the control by the European Union according to Regulation 428/2009 and therefore intra EU exports or transfers may be subject to further licenses and requirements in accordance with the above-mentioned regulation and its enforcement provisions. The Products cannot be exported or re-exported to Countries subject to sanctions by the international community (currently Cuba, Iran, North Korea, Sudan and Syria but which may be changed in the future). The Customer undertakes to comply with the law on exports and trade sanctions issued on any Country and undertakes not to export, re-export or transfer the Products purchased from Mectronik in the absence of the required licenses and permits, including the export or re-export licenses issued by the USA, nor shall the customer export or transfer the Products to prohibited destinations or for prohibited purposes. The Products could also require an export license before they can be returned, for any reason whatsoever, to Mectronik. Issue of a Quotation, an order confirmation or an RMA number by Mectronik does not constitute an export license. The Customer represents and warrants that he is not held to be unsuitable nor is subject to other restrictions by the authorities or by applicable laws related to receipt of products or goods. The Customer represents and warrants that he shall not export, re-export or supply the Products to any individual or entity whatsoever that is included in the "OFAC's List of Specially Designated Nationals" or in the "BIS's Denied Person List", "Entity List" or "Unverified List" or in any other list regarding persons involved in these restrictions. Mectronik reserves the right to reject and/or cancel any order when, at whatever time, Mectronik believes that this may breach a regulation on export or be an infringement of trade rules.

16.2 Consumer protection. The Customer represents and warrants that he is performing ordinary business activities and that he does not act as a consumer. If the Customer is (as a Mectronik reseller or as an institutional body) authorized by Mectronik to distribute (with or without payment of consideration) or otherwise make available (both at his own facilities and elsewhere) the Products to end consumers who are students (or private individuals or fans) the Customer must comply with all the regulations that apply to distribution of Products to end consumers, including privacy regulations and all applicable laws and regulations in case of operations with the end consumers (including due pre-contractual information and instructions on use for consumers, compliance with regulations safeguarding the consumer and regulations regarding warranties and withdrawal right), if applicable. The Customer, to the maximum extent permitted by the law, shall indemnify and hold Mectronik harmless from all liabilities, damages and claims including, as mere examples, claims from third parties, the costs and expenses (including reasonable legal fees) arising from every failing by the Customer to comply with these laws and regulations.

17 Order confirmation

17.1 It is understood that the so-called Order Confirmation that Mectronik sends to the Customer must be regarded as a mere procedure for executing a contract that was previously finalized by the Customer's sending of his own order, provided with these General Terms duly signed below.

18 Miscellaneous

18.1. These Mectronik General Sales Terms prevail over any of the Customer's general terms and shall apply to all contractual sales relationships between Mectronik and the Customer as per previous Article 1.

18.2 The Customer acknowledges that he has read and understood these General Sales Terms and agrees to be bound by the same. Every party who takes part in this contract represents and warrants that it has the right and the capacity to issue all the declarations contained therein.

18.3 The place of performance of all contractual commitments is Cerea (VR) ITALY.

18.4 The exclusive court of jurisdiction over all disputes is the Court of Verona.

18.5 All legal relationships between ourselves and the customer are governed exclusively by Italian law.

18.6 The above-mentioned regulations are valid even if the customer is a foreigner or has his head office abroad.

18.7 Should the law of the Italian state not be applicable the parties agree to the use and applicability of the regulations set by the ICC International Chamber of Commerce.

18.8 If our order confirmation contains a clause included in INCOTERMS (for example: ex works, etc.) then INCOTERMS, in their most recent version, shall apply to the clause in question unless otherwise specified in our order confirmation.

18.9 By signing these General Terms and Conditions, the parties expressly waive to the Vienna Convention of 1980 (Convention on Contracts for the International Sale of Goods - "CISG") since incompatible.

18.10 In case of multilingual texts, the predominant language is Italian.

18.11 Changes to these General Terms are notified to the customer in writing, with return receipt or by certified email (PEC). They are deemed to be approved if the customer does not object to them in writing without delay. This legal consequence must be expressly specified in the notice of the change. The customer must send us the objection within four weeks of receipt of the notice of the change.

18.12. Disclaimer: In the event of nullity of single clauses in the contract the other clauses remain fully valid. The null provisions shall be replaced by a regulation which, within the limits of what is permissible, comes as close as possible to what was economically wanted.