

Fisc Italiana Srl

Registered address and Operative Headquarter:

Sede Legale e Operativa:

Viale Alcide De Gasperi, 23
35030 SACCOLONGO (PD) ITALY
Tel. +39 049 8015955
e-mail: com@fiscitaliana.com
www.fiscitaliana.com

GENERAL CONDITIONS OF SALE FISC ITALIANA SRL

1) CONTRACT: these general terms and conditions apply to the contract of sale between Fisc Italiana srl (hereinafter "Fisc Italiana") and your company (hereinafter "Customer") formed by the offer, the order and the order confirmation (with its Special Conditions) and having as object the products indicated in the order confirmation (hereinafter "Products"). The General Conditions are to be considered as exclusive discipline of the conditions of supply, unless otherwise specified in the order confirmation and in its Particular Conditions

2) DEFINITIONS: The following terms shall have the following meanings:

- Products: means the products indicated in the order confirmation;
- Contract: means the order for the supply of the Products sent by the Customer to FISC ITALIANA and accepted by FISC ITALIANA with the order confirmation;
- General Conditions: these are the terms and conditions that govern the contractual relationship;
- Special Conditions: these are the specific terms and conditions that, even in derogation to the General Conditions, are indicated in the order confirmation;
- Contractual Documents: means all the documents and documents indicated by the Contract and the General Conditions;
- Extraordinary Maintenance: means the construction of works and modifications to renew or replace even structural parts of the Products, which do not involve substantial changes in technical functionality or an increase in the performance of the same Products;
- Replacement of Product Parts: means the replacement of worn or damaged elements within a product, while remaining unchanged its characteristics and working conditions;

3) SUPPLY: The supply is understood to include all the elements and parts of the Products as described in the order confirmation. FISC ITALIANA will supply the product on the basis of the requirements and/or technical specifications communicated by the customer.

4) DELIVERY: Any reference to commercial terms (Ex Works, DAP, DDP, and others) contained in the order confirmation, refers to the Incoterms of the International Chamber of Commerce, in the text in force at the time of conclusion of the contract, except where otherwise agreed in writing between the parties in the order confirmation. The transport to the destination, at the place indicated by the Customer, and the transport insurance are charged to the Customer, unless otherwise specified in the order confirmation. Unless otherwise indicated in the order confirmation, the delivery of the Products is subject to the fulfillment by the Customer of the following obligations:

- a. payment of any amount due by the Customer as a down payment;
- b. opening by the Customer of the documentary credit eventually agreed, within the terms referred to in the order confirmation.
- c. in the case of changes to the supply agreed between the parties after the date of conclusion of the contract, pursuant to art. 5

FISC ITALIANA may defer and/or extend the delivery terms provided for in the order confirmation, by e-mail, if delays by the Customer to the fulfillment of the aforementioned obligations or causes of force majeure as indicated in these General Conditions.

In the event that the Customer does not comply with the obligation to take delivery of the product subject to the order confirmation within the agreed time limit, FISC ITALIANA, upon written notice to the Customer and after 15 days from receipt of the same without the Customer has complied with said

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withdrawal, has the right to withdraw from the contract withholding: i) the sum paid as a deposit; or, ii) the sum paid as an interim payment in compensation.

5) CHANGES TO THE SUPPLY - ADDITIONS AND VARIATIONS: If the Customer requests modifications and/or additions to the provisions of the order confirmation, FISC ITALIANA reserves the right to accept or not such variations, which must therefore be agreed. For any modification or variation requested that is accepted by FISC ITALIANA, FISC ITALIANA will inform the Customer of the new timing and additional costs necessary for the execution of the requested changes. Consequently, the delivery times of the Products will also be modified in this regard, with the fixing, by FISC ITALIANA, of the new delivery terms. The price differences and the related new payment methods, any new contractual delivery terms, the new features and any new guarantees, must be agreed between the parties in writing before the additions and/or variations are made.

6) TERMS AND CONDITIONS OF PAYMENT - DELAYS: the prices of the supply and the payment conditions are those set out in the order confirmation. The prices shown are exclusive of VAT. In the event of late payment of the due dates, interest will be charged to the extent of the rate referred to in Legislative Decree No. 231/2002 and its following modifications and/or amendments. In the event of late payments, FISC ITALIANA reserves the right to suspend the execution of the supply and/or to interrupt any type of intervention or assistance on the Products supplied, without the Customer being able to claim any damage for failure or delayed production. In the event that the Customer has chosen the method of payment of the balance by leasing, the relevant contract must be sent to FISC ITALIANA for approval and subscription no later than 30 days from the date of receipt of the order confirmation. In the event of non-compliance with this mandatory deadline, any obligation relating to the sale of the Products subject to the order confirmation shall remain at the sole expense of the Customer, including the obligation to pay in full the balance of the price, with consequent retention of the deposit as a down payment on the price. FISC ITALIANA also reserves the right to terminate the contract with simple communication by fax and to withhold any deposit paid.

It is also understood that any complaints or disputes, even in court, will not entitle the Customer to suspend or otherwise delay payments related to the Products. More generally, no action or exception may be carried out or opposed by the Customer except after the full payment of the price of the Products for which such dispute or exception is intended to take place. The Customer will also not be authorized to make any deduction from the agreed price (e.g. in case of alleged defects), unless previously established in writing with FISC ITALIANA.

7) TRANSFER AND RESERVATION OF PROPERTY': the Products pass ownership upon delivery to the buyer. In case of payments by instalments, the Products delivered remain the property of FISC ITALIANA until the full payment of the price, in accordance to Art. 1523 of the Italian Civil Code. FISC ITALIANA is authorized to carry out, at the expense of the buyer, any formality necessary to make in any case opposable to every third the reservation of property.

8) WARRANTY: The product warranty for defects, non-conformities and/or proper operation has a duration of twenty-four months (24). The warranty starts from the date of delivery, and is effective, in that period, provided that the Customer is in compliance with all its payment obligations.

During the period of validity of the guarantee, FISC ITALIANA, at its discretion and after having ascertained the existence of the defect, undertakes: a) to repair the components found to be defective free of charge at its factory, or to proceed with such activities, also using third parties appointed by FISC ITALIANA, directly at the Customer; b) to proceed to their free replacement, with the supply of the components that will take place ex FISC ITALIANA factory and with the express commitment of the Customer to deliver the defective components. The warranty interventions must however be carried out

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exclusively by qualified personnel provided by FISC ITALIANA or by staff of third-party companies authorized by FISC ITALIANA.

The Products are not considered as defective in case of damages due to shipment, malpractice by the Customer, inaccurate storage, incorrect application or wrong installation, misuse, negligence or breaking by the customers or end users. Moreover, excluded from the warranty are all wearing parts as well as moving parts that have not been subject to proper maintenance as well as those of ordinary consumption such as filters and parts damaged as a result of improper use by the customer. Repairs and/or replacements made during the warranty period do not extend the warranty period on the entire system, so the new warranty period will only cover the replacement part. FISC ITALIANA is not liable for any lack of conformity and defects caused by misuse or treatment of the Products or defects resulting from modifications or repairs carried out by the Customer, without the prior written consent of FISC ITALIANA. The Customer, under penalty of forfeiture, must report the lack of conformity or defect of the Products to FISC ITALIANA, specifying in detail in writing the nature, within the period of 15 days from the date of installation and/ or delivery. The Customer forfeits the warranty, if he does not allow FISC ITALIANA to carry out the necessary checks or if, having FISC ITALIANA made a request for the return of the defective piece at his own expense, he fails to return this piece within the deadline of the request.

9) FORCE MAJEURE: FISC ITALIANA will not be liable for any breach of contract or for delays in performance caused or resulting from: earthquake, fire, flood, pandemic, invasion, insurrection, revolt, civil or military authority orders, state of alarm, mobilization, blockade, war (also in States indirectly interested in the Supply), strike, union agitation, occupation of the factories, lock-out, embargo, interruption of every type of transport goods, impediments resulting from the action of the Italian Government Authorities and/or the Country of destination of the Products due to the Pandemic of Covid-19 and/or other pandemic events, and in any case any circumstance that is outside the control of FISC ITALIANA, even if here not expressly listed. The delivery period remains suspended for the entire period of time in which one of the above causes delays the performance of the Contract.

FISC ITALIANA has the right to terminate the contractual relationship with the Customer in case of duration, for more than 30 days, from the event of force majeure/ unforeseeable event.

10) CONFIDENTIALITY AND INTELLECTUAL PROPERTY: The Customer undertakes to maintain and protect the confidentiality of the Confidential Information of FISC ITALIANA of which he has knowledge: by way of example, technical data, processes, formulas, know-how (defined as the set of technical and commercial information of FISC ITALIANA), research and development of FISC ITALIANA products, business activities, drawings, technical specifications, software and their improvements. In addition, the Customer may not modify the FISC ITALIANA trademark, labels and logos found on the Products or reproduce, use, exploit in any way the FISC ITALIANA trademark and/or any other intellectual property rights of FISC ITALIANA on the Products and their components and/or accessories, including the software supplied with the Products and its source code.

11) APPLICABLE LAW AND SETTLEMENT OF DISPUTES: the interpretation, validity and execution of these General Conditions, the Special Conditions referred to in the Order Confirmation, and the entire contractual relationship between FISC ITALIANA and the Customer are governed, exclusively, by Italian law. For any dispute arising from the contract or related to it, the court of Treviso will be exclusively competent.

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Pursuant to and for the purposes of art. 1341 of the Italian Civile Code the Buyer declares to specifically approve the following clauses:

- 4) DELIVERY
- 6) PAYMENT TERMS AND CONDITIONS - DELAYS
- 7) TRANSFER AND RESERVATION OF OWNERSHIP
- 8) WARRANTY
- 10) CONFIDENTIALITY, INTELLECTUAL PROPERTY:
- 11) APPLICABLE LAW AND DISPUTE SETTLEMENT

The Client