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General Terms and Conditions of Sale and Delivery (“GTSD”) (As at: January 2023)

E+E ELEKTRONIK ITALIA S.R.L., Milano (MI) Via Asiago 14, CAP 20128, Italia

1 Scope of application, general

- 1.1 These General Terms and Conditions of Sale and Delivery shall apply exclusively to all offers, acceptances of offers, order confirmations or all deliveries and sales made by E+E ELEKTRONIK ITALIA S.R.L. (hereinafter referred to as “E+E” or “Seller”) as well as to the related services, in particular delivery, installation and assembly services, unless they are amended in individual cases by express written agreement between the Contracting Parties.
- 1.2 Any conditions (possible purchasing conditions or other unilateral provisions) of the Buyer are objected to or are not recognised by the Seller; they shall only come into effect for the Seller if the Seller expressly agrees to these changes in writing.
- 1.3 The GTSD shall apply to all Buyers with the exception of consumers.
- 1.4 The Buyer has the non-exclusive usage right of the standard software and firmware with the agreed-upon performance features in unaltered form and on the agreed-upon devices. The Buyer may create a backup copy without prior agreement. Other copies are expressly not allowed.

2 Orders, offers

- 2.1 Unless otherwise agreed upon in writing, offers and quotations are non-binding and subject to confirmation and shall also be made subject to punctual delivery to us on the part of our suppliers, insofar as we offer components manufactured by third parties.
- 2.2 The agreement is only concluded when the Seller has accepted the Buyer’s order in the form of an order confirmation in writing or in text form or by actual performance of the service. In case of the latter, the invoice shall at the same time be deemed to be the order confirmation.
- 2.3 All sales documents, specifications and price lists must be treated strictly confidential and may not be made available to third parties. The Seller reserves its unrestricted rights of use and exploitation under property and copyright law of cost estimates, drawings and other documents (hereinafter referred to as “Documents”). If the order is not placed, all Documents must be returned immediately upon request.
- 2.4 The Contracting Party is bound to the order for the stated period unless otherwise stated in the order.
- 2.5 The goods only offer the security that can be expected on the basis of approval regulations, operating, assembly and usage instructions, regulations on the part of E+E on the way in which the object of purchase is to be handled - in particular with regard to any prescribed inspections - and other instructions given.
- 2.6 If the goods have to be manufactured or otherwise processed or modified by the Seller and the Buyer has provided specifications, documents or other information for this purpose, the Buyer shall indemnify and hold the Seller harmless against all loss, damage, costs or other expenses of the Buyer which the latter has to pay or is prepared to pay because the contractual manufacture, processing or modification of the goods has turned out to be in breach of a patent, copyright, trademark or other property right of a third party due to the information (specifications, documents, etc.) provided by the Buyer.

3 Purchase price/prices

- 3.1 If not otherwise stated in the offer or otherwise agreed upon between Seller and Buyer, all prices stated by the Seller are on an “ex works” basis (Incoterms 2020). Should the Seller be prepared to deliver the goods to other locations, the Buyer shall bear all costs for transport, packaging, insurance and, if necessary, customs duties, arising from this. Prices do not include packaging and are subject to applicable VAT or other sales tax.

- 3.2 The Seller reserves the right, after having informed the Buyer in good time and before undertaking the delivery of the goods, to increase the price of the goods insofar as is necessary due to general price developments beyond the Seller's control (for example, exchange rate fluctuations, currency regulations, changes in customs duties and a significant increase in material or manufacturing costs). Furthermore, the Seller shall be entitled to increase the price of goods due to a change in delivery dates accordingly. In any case, the costs shall only be passed on if proof of the price development has been provided.

4 Payment terms

- 4.1 The Buyer is required to pay the purchase price within 30 days of the invoice date (issued at the end of the month) by means of RiBA (direct debit procedure). The bank details must be communicated promptly to the Seller. Upon agreement between the two parties, payments can also be made by bank transfer within 30 days of the invoice date. Bills of exchange, cheque and cash payments are not recognised as fulfilment of the payment obligation.
- 4.2 E+E is entitled to effect batch deliveries or deliveries before the delivery date and to invoice such.
- 4.3 Should the Buyer not meet its payment obligation by the due date, the Seller – without relinquishing any other rights or claims to which it is entitled – can choose to:
- terminate the contract or
 - suspend further deliveries to the Buyer; and/or
 - charge the Buyer interest on the outstanding amount at nine percentage points above the respective base rate of the European Central Bank; and/or
 - demand compensation from the Buyer for all extrajudicial costs which might arise resulting from and in connection with the failure to pay.
- 4.4. The agreed payment terms are always essential and mandatory and must be strictly observed by the Buyer. In no case is the Buyer allowed to partially or entirely suspend payments, postpone the payment date or refuse to make payments in the case of disputes or complaints regarding faults or defects.

5 Delivery

- 5.1 Delivery shall take place ex works (Incoterms 2020) at the place of business of the Seller, as soon as the Seller has informed the Buyer that the goods are ready for collection or, if an alternative delivery address has been agreed upon with the Seller, by delivery of the goods to such a location.
- 5.2 Should the Buyer be in default of accepting delivery on the due date, it will still be obliged to pay the purchase price. In such a case, the Seller will undertake storage of the goods at the risk and costs of the Buyer.
- 5.3 Any delivery dates or delivery periods are estimates. Unless expressly and otherwise agreed, the adherence to the delivery period is not an essential contractual obligation of relevance to liability.
- 5.4 If its suppliers do not supply E+E with the products to be delivered to the Buyer or with those goods or services which are necessary for the processing or manufacture of the products to be delivered to the Buyer, or do not supply them on time or properly, though this is no fault of E+E, the latter shall be obliged to notify the Buyer of this without delay and shall be entitled to withdraw from the contract with the Buyer within a reasonable period of time after the occurrence of such delivery difficulties on the part of the supplier. In the event of withdrawal, E+E is obliged to reimburse the Buyer without delay for any counter-performance already made, in particular down payments. In this case, further claims of the Buyer are excluded.
- 5.5 Should the Seller fail to deliver on time, the Buyer shall be entitled to terminate the contract after having twice set a reasonable grace period without success. The Buyer can only claim compensation for non-fulfilment of contract, if the delay in delivery is intentional or due to gross negligence.

6 Transfer of risk

- 6.1 The risk of damage or loss of the goods shall pass to the Buyer:
- at the time of handover or, if the Buyer is in default of acceptance, at the time the Seller offers to hand over the goods;
- if the goods are supplied to or in the business premises of the Seller (ex works, Incoterms 2020), at the point in time when the Seller informs the Buyer that the goods are ready for collection.

7 Retention of ownership

- 7.1 Notwithstanding the delivery and the transfer of risk or other provisions of these GTSD, ownership of the goods shall only pass once payment of the full purchase price has been made.

During the period of retention of ownership, the Buyer may neither pledge the goods nor assign them as security. In the event of seizures or other interventions of third parties, the Buyer must inform the Seller without delay so that the Seller can take appropriate legal steps. Should the Buyer not meet this obligation, it will be liable for the resulting damage.

- 7.2 The Buyer may use or resell the goods in the normal course of business until full payment has been made, provided that the Buyer keeps any payment (including any insurance proceeds) for the Seller and that such monies are kept separate from his assets and those of third parties.
- 7.3 The Seller undertakes to release the securities to which it is entitled at the Buyer's request insofar as the realisable value of the securities exceeds the claims to which the Seller is entitled. The Seller shall choose the securities to be released.
- 7.4 The withdrawal or the assertion of the retention of ownership or the seizure of the goods subject to retention of ownership by the Seller does not constitute a withdrawal from the contract unless the Seller has expressly declared this.

8 Warranty and liability

- 8.1 Pursuant to Articles 1495 and 1511 of the ZGB (Civil Code), the Buyer undertakes to inspect the goods immediately upon receipt and raises any complaints within eight days.
- 8.2 The Seller shall guarantee that the delivered goods are free from material defects and defects of title. A material defect exists in the case of material and processing defects which affect the use and which do not comply with the agreed specifications. Goods with material defects shall at the Seller's discretion be repaired free of charge, re-made or new goods shall be supplied provided that the material defect was already present at the time of the transfer of risk.
- 8.3 Claims for subsequent performance, a reduction in the price or cancellation of the contract or other claims due to material defects or defects of title shall lapse 24 months after the statutory commencement of the limitation period. This time limit does not apply insofar as the law prescribes a longer period for buildings/construction defects, in the case of intent, fraudulent concealment of defects or failure to comply with a quality guarantee.
- 8.4 If the subsequent performance fails after two reasonable deadlines of at least 15 days have been set, the Buyer may, without prejudice to any claims for damages, withdraw from the contract or reduce the payment pursuant to Point 9 of the contract.
- 8.5 Complaints of defects must be made in writing immediately. The time period commences when the goods are received. If the complaints of defect were made unjustly, the Seller is entitled to be compensated by the Buyer for the expenses incurred by him.
- 8.6 The Seller assumes no responsibility that the goods are suited for a specific purpose unless it has expressly agreed to this intended use.
- 8.7 The responsibility of the Seller does not extend to parts, materials or other equipment manufactured by the Buyer or on its behalf, unless the manufacturer of such parts assumes responsibility vis-à-vis the Seller.
- 8.8 If the product ordered by the Customer is a prototype/development sample or a pre-series product (hereinafter referred to jointly as a Non-Series Product), it has neither been manufactured by way of series production nor inspected and tested as a series product. The use of a Non-Series Product is carried out at risk and peril of the Customer, on whose express wish the product is delivered as a Non-Series Product. The Customer shall therefore take all necessary and reasonable precautions and measures to ensure that the Non-Series Product is not used for ongoing production, but only in sufficiently shielded test environments.
- 8.9 The warranty does not cover defects which arise from faulty installation or use by the Buyer or third parties, misuse, negligence, lack of or inadequate maintenance, improper use, failure to follow the operating instructions or other instructions of the Seller, or as part of normal use or wear and tear. Likewise, no insignificant deviations from the agreed quality are covered by this.
- 8.10 Claims for damages by the Buyer due to material defects or defects of title are excluded. This does not apply in the case of fraudulent concealment, failure to comply with a quality guarantee, culpable injury to life, limb or health or in the case of an intentional or grossly negligent breach of duty by the Seller. A change of a burden of proof to the detriment of the Buyer is not associated with the above provisions. The Seller is not liable for the performance and goods of its suppliers.

Further claims or claims on the part of the Buyer other than those regulated in 8 and 9 due to material defects or defects of title are excluded.

9 Liability and exclusion of liability

- 9.1 If not otherwise provided for in these GTSD, claims for damages by the Buyer, irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation, and due to tort, shall be excluded.

Exemption from liability on the part of the Seller shall not apply, however, in the event of a cause of defect or damage that can be attributed to malice, intent or gross negligence, or in the event of claims under the Product Liability Act (ProdHaftG), non-compliance with an assumed guarantee, culpable injury to life, limb or health.

- 9.2 Claims of the Buyer for loss of profit, loss of production, installation and removal costs or due to the loss of data are excluded.
- 9.3 Any recourse claims shall be excluded unless the end buyer is a consumer or the Buyer has entered into agreements with the end buyer that go beyond the statutory claims for defects.

10 Export control

- 10.1 The Buyer is obliged to comply with all applicable export control regulations.
- 10.2 The performance of the contract is subject to the proviso that there are no obstacles in its way due to Austrian, Italian, US American as well as other applicable national EU or international regulations of foreign trade law as well as no embargo or other sanctions.
- 10.3 The Buyer is obliged to provide all information and documents required for export, transfer or import.
- 10.4 If the Buyer violates the aforementioned provisions, it exempts the Seller from all claims, demands, etc., which might arise from or in connection with such a violation and shall indemnify and hold the Seller harmless.

11 Service and maintenance

- 11.1 These GTSD shall also apply mutatis mutandis to the performance of service, calibration, repair or installation work ("Services") unless otherwise agreed.
- 11.2 At the Seller's option, the Buyer shall make the products available for the implementation of Services at its premises or shall send them to the Seller at its own expense and risk.
- 11.3 The Seller is entitled to transfer the performance of Services, including all rights and obligations, to third parties.
- 11.4 The service employee shall have free and secure access for the unimpeded performance of the ordered Services. The Buyer shall provide staff with the necessary qualifications and authorisations for the duration that the Services are carried out. Necessary hazard warnings and safety instructions are to be announced by the Buyer in writing.
- 11.5 Should the performance of the Services not be possible at the agreed time or only at additional expense for the Seller due to the Buyer's lack of cooperation, lack of access, lack of qualified, authorised personnel or lack of necessary information, the resulting additional costs shall be borne by the Buyer in accordance with the current rates (hourly rates, expenses, travel costs, etc.).
- 11.6 The Buyer shall also bear the costs of waiting times of the service employee of 30 minutes or more caused by the Buyer, e.g. due to increased registration times, the absence of contact persons or similar.
- 11.7 With the performance of the Services, the risk for the Services shall pass to the Buyer. A formal acceptance is not required; the notification of the completion of the Services is sufficient unless otherwise agreed.
- 11.8 If deadlines cannot be met due to circumstances for which a Contracting Party is not responsible (see in particular Point 13 of these GTSD), a reasonable new deadline must be agreed on between the Contracting Parties.

12 IP rights, industrial property rights

- 12.1 E+E is only liable for the infringement of industrial property rights or of copyrights (hereinafter "Property Rights") of third parties within Italy. E+E is not liable for the infringement of property rights if this is based on a change of the results of the services which were not carried out or authorised by E+E either in whole or in part. Furthermore, E+E shall not be liable for infringements of property rights resulting from a use not contractually intended for the relevant results of the services.

- 12.2 In the event of justified claims against the Buyer by third parties due to infringement of property rights by the Seller, the Seller shall be liable for the time period of 12 months pursuant to and as mentioned under Point 8 as follows:

The Seller has the choice to either obtain a right of use for the goods in question at its own expense or to modify or replace the goods in such a way that the property right is not infringed upon. If this is not possible for the Seller on reasonable terms, the Buyer shall be entitled to the statutory rights of withdrawal or price reduction.

- 12.3 Claims for damages are determined according to Point 9.
- 12.4 The above-mentioned obligations of the Seller only exist if the Buyer is not responsible for the infringement of property rights and informs the Seller about the claims made by a third party in writing immediately, does not acknowledge the infringement and all defensive measures and settlement negotiations are reserved for the Seller.
- 12.5 The Buyer shall not be entitled to any other claims against the Seller and its vicarious agents other than those regulated herein due to defects of title.

13 Force majeure

- 13.1 "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") which hinders one Contracting Party from meeting one or more obligations of their contractual obligations, if and to the extent that the Contracting Party affected by the obstacle ("Affected Party") proves that: a) this obstacle is out of their reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) the impact of the obstacle could not have been reasonably avoided or overcome by the Affected Party.
- 13.2 In particular, but not exclusively, the following events are considered to be Force Majeure Events: (i) war (declared or not declared), attack, extensive large-scale military mobilisation; (ii) civil war, riot and revolution, military or other seizure of power, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful acts of government, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation; (v) epidemic, natural disasters or an extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy; (vii) general labour unrest.

The Affected Party shall inform the other Contracting Party about the event immediately.

- 13.3 A Contracting Party that successfully pleads the existence of a Force Majeure Event, shall be released from the fulfilment of its contractual obligations and of any liability for compensation of damages or from any other contractual remedy for breach of contract, but only if it gives prompt notice of such event. If, however, notice is not given immediately, the release will only be effective from the time the notice reaches the other Contracting Party. The other Contracting Party may suspend the performance of its obligations if force majeure is indeed to be assumed from the time of such notification. Payment obligations are excluded from the exemption of performance as described above.

14 Additional provisions

- 14.1 The Buyer shall only be entitled to set-off, retention as well as to a plea of non-performance of the contract if it concerns counterclaims from the same contractual relationship or if the claims have been legally established or acknowledged.
- 14.2 Should any provisions of this contract be or become ineffective or unenforceable, the remainder of the contract shall remain unaffected. In this case, the Contracting Parties undertake to immediately agree on effective or enforceable provisions that come as close as possible to the legal and economic objective of the ineffective or unenforceable provisions, otherwise the relevant Italian statutory provisions shall apply. The same applies for all contractual loopholes.

15 Applicable law and place of jurisdiction

- 15.1 This contract, including its interpretation, shall be governed by Italian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the present contract shall be the competent court in Milan.

- I accept the General Terms and Conditions of Sale and Delivery ("GTSD")
- I accept the special provisions therein in accordance with Articles 2.4, 3, 5.4, 5.5, 8.1, 8.4, 8.5, 8.10 9.1, 9.2, 11.2, 11.5, 12.2, 12.3, 13.2, 14.1, 15.1 and 15.2.

Date Signature of Buyer