

## GENERAL CONDITIONS OF SUPPLY

### 1. Scope

**1.1** All deliveries of CEDAT85 products and related components (hereinafter collectively "*the Products*") by CEDAT85 are exclusively governed by these General Conditions.

**1.2** In no case does the purchase conditions, order forms or other contractual documentation unilaterally prepared by the customer differ, may be valid or effective. In case of contrast, these General Conditions will always prevail.

**1.3** It is made in any case without prejudice to the validity and effectiveness of any agreements derogating from these General Conditions, provided that they are in written form and are signed by CEDAT85 and the Client.

### 2. Acceptance of customer orders

**2.1** Customer orders must be made in writing and sent to CEDAT85 by e-mail as well.

**2.2.** Orders, in any form submitted by the Customer, are in no way binding on CEDAT85, which reserves the right to accept them or not, even in part, in its sole judgment.

**2.3** Deliveries are in any case conditioned on the absence of any obstacles to export, including any embargoes or sanctions, provided for by national, Community or US law and international trade practice.

**2.4** It is the specific responsibility of the customer to provide all the information and documents required for the export, import and transport of the products.

### 3. Prices

**3.1** Price lists, quotations, offers and prices may be subject to change at any time in the sole discretion of CEDAT85, until the conclusion of the contract.

**3.2** In the case of continuous supplies, CEDAT85 reserves the right to modify its price lists by giving written notice to the customer with a minimum notice of one month, subject to a different written agreement between the parties.

**3.3** Prices are, unless otherwise indicated in the offer, excluding taxes, transport charges, customs taxes or other tax charges which will be indicated on the invoice and will remain at the customer's expense.

### 4. Payment terms and interest on late payment

**4.1** All payments shall be made within the terms agreed in writing between the parties which shall be deemed essential.

**4.2** In case of non-payment or delayed payment, even partial, with respect to the agreed payment terms, interest on late payment pursuant to Legislative Decree 231/2002 will be automatically due to CEDAT85, without the need for notice or formal notice of the customer and without prejudice to compensation for the damage.

## **5. Interruption or suspension of supplies**

**5.1** CEDAT85 reserves the right to interrupt or suspend the supply of the Products in the event of the customer's failure to pay or delay any amount due to CEDAT85.

**5.2** CEDAT85 shall also have the right to interrupt or suspend supplies if the customer's capital conditions, after the conclusion of the contract, in the sole discretion of CEDAT85, have become such as to endanger the achievement of counter-cover, That is, if the customer has not given the promised capital guarantees or has decreased those already given.

**5.3** In any case, the right of CEDAT85 to demand the fulfilment of the contract or to request the termination of the contract, in addition to compensation for the damage suffered, is without prejudice.

## **6. Solve et repete (No exception)**

The customer is committed in accordance with art. 1462 c.c. to make no exceptions in order to avoid or even simply delay the payment of any consideration due to CEDAT85 for the supply of the products.

## **7. Delivery**

**7.1** The delivery terms are purely indicative; it being understood that CEDAT85 will make every reasonable effort to comply with them.

**7.2** Delivery shall be deemed to be completed: (A) at the time of delivery of the Products to the Customer or to a Customer's representative; or, in the case of shipment, (b) at the time of delivery of the Products to the Carrier for shipment to the Customer.

**7.3** All the obligations and obligations connected with the shipment shall remain with the Client, including, by way of example, the presentation of documents, authorisations, or the execution of any advance payments agreed upon.

**7.4** The Products will be delivered to the place indicated by the Customer in the order or in other contractual documentation exchanged between the parties, which will be reported on the relevant transport document, without noting the difference of that last place with the customer's seat, provided that it is in the national territory.

**7.5** The customer must put CEDAT85 in a position to deliver or have the ordered products delivered, within 30 calendar days of the order confirmation or receipt by the customer of other document of similar content. After the above deadline, CEDAT85 will no longer guarantee the availability of the products ordered. Any new order, if accepted by CEDAT85, will result in a new delivery date, which will be agreed between the parties.

**7.6** In the event of a fortuitous event, force majeure, including all exceptional events which may affect the regular fulfilment of the order, such as, but not limited to, delays in delivery by the suppliers of CEDAT85, misguides in transport, mishaps in manufacture, trade union conflicts, lack of material and energy, Measures by the State authorities, as well as restrictions on imports and exports, CEDAT85 cannot be held responsible and will have the right to extend the delivery periods. If the possibility of fulfilment of the order is

compromised, CEDAT85 will have the right to withdraw in whole or in part from the contract, with the return of the consideration or of the amount of consideration already paid by the customer without the latter being able to assert any reasons of damage.

**7.7** The delay in delivery under this article does not exceed \_\_\_\_ Days, does not legitimise the customer to cancel the order.

**7.8** In no event shall CEDAT85 be liable for delays in delivery attributable to the carrier.

## **8. Shipping**

**8.1** The shipment of the products will be according to the standard "incoterms" which will be defined in writing between the parts, in standard packaging and with deliveries only on the national territory.

**8.2** For shipments with an order value of less than € 2.000,00, shipping costs of € 30,00 will be charged to the purchaser.

**8.3** All costs relating to urgent shipments, dedicated deliveries, non-standard packaging, destinations other than the national territory shall be borne by the purchaser and shall be governed by separate written agreement between the parties.

## **9. Shipping risks**

**9.1** The customer shall bear all risks related to the shipment of the products.

**9.2** On specific written request, the products can be insured, by CEDAT85 and at the customer's expense, against the risks associated with the shipment.

## **10. Product documentation**

**10.1** The user manuals and technical specifications of the products (hereinafter "*the Documentation*") are available for consultation or download by the customer at no additional cost on the CEDAT85 website at [www.....](http://www.....),

**10.2** The documentation is and remains the exclusive property of CEDAT85 and may not be used, copied, reproduced, transmitted or disclosed to any third party without the prior written consent of CEDAT85.

## **11. Special tests**

**11.1** Any request for special tests on the products in the presence of the customer or his delegate shall be requested by the purchaser at the time of the issue of the order and accepted by CEDAT85.

**11.2** The special tests, where accepted by CEDAT85, will be carried out prior to shipment, provided that the customer advances the relevant non-reimbursable costs to CEDAT85.

**11.3** CEDAT85 will inform the customer in writing that the products are ready to be tested; starting 14 days from the above communication, the special tests can proceed even in the absence of the customer or of a representative of the customer and will be

considered as carried out in his presence. In this case, the customer declares that they are now accepting the results.

## **12. Warranties**

### **12.1** CEDAT85 only guarantees:

- a. That the products have been carefully checked in accordance with the quality standards CEDAT85 and, where required by the latter, have been subjected to standard tests prior to dispatch;
- b. That the products will operate regularly in accordance with the relevant documentation for the duration of the warranty period of one year from delivery.

### **12.2** The above warranty does not cover:

- a. any damage/damage during transport;
- b. damage and malfunctions due to or arising from the insufficiency or inadequacy of the electrical, water, supply system, or alterations resulting from environmental, climatic or other conditions;
- c. damage and failures caused by neglect, negligence, tampering, disassembly, inability to use or unauthorised repair;
- d. failures and malfunctions resulting from incorrect installation of the product;
- e. rubber seals, glass or plastic parts and any accessories;
- f. installation and adjustment of equipment;
- g. plant advice, real comfort and maintenance chips;
- h. Normal deterioration for use of the product;
- i. Damage and malfunctions resulting from improper and incorrect use of the product, in contradiction and/or in contrast to the indications of use given in the documentation.

**12.3** The guarantee for the CEDAT85 products is understood to be ex-authorized service centres CEDAT85.

**12.4** CEDAT85 will decide at its discretion whether to repair or replace the product on which it has found malfunctions.

**12.5** The withdrawal of the product, its repair or the eventual replacement will take place, at the customer's request, by authorised and competent technicians, in the shortest possible time and in any case according to timelines compatible with the organisational requirements of CEDAT85.

**12.5** Products and components repaired will benefit from an extended warranty of 90 calendar days from repair or replacement without giving rise to renewal of the original warranty of the product. Replaced parts will become the property of CEDAT85 and will not be returned.

**12.6** Warranty work must only be carried out by approved centres CEDAT85. If the customer has carried out work on the product directly or has it carried out by persons other than the CEDAT85 service center, the warranty will no longer be valid and will lose its effectiveness. The warranty shall also be void if the product is tampered with or if non-genuine accessories or spare parts have been installed on the product.

### **13. Returns**

**13.1** All defects or defects in the operation of the product (including those caused by carriage) must be reported to CEDAT85 in writing within the legal terms and in any case before the expiry of the warranty period.

**13.2** With the prior authorisation of CEDAT85, any product which has defects or malfunctions or is subject to recall may be sent to CEDAT85 or an authorised center CEDAT85 in accordance with the instructions of the same for the necessary checks.

**13.3** All the products thus returned must be returned by means of transport prepaid and secured with advance payment by the customer and packed in their original packaging.

**13.4** If the returned product is subject to recall or is covered by the warranty, CEDAT85 will refund the shipping costs to the customer.

**13.5** Before returning the Product, Customer shall, under its sole and primary responsibility, back up all data and information in memory.

### **14. Private consumers**

**14.1** In the event that the client is a person who acts for purposes outside his own business, commercial and professional activity, qualifying as a consumer, the law of D. 206/2005 to which reference should be made.

**14.2** If the product is resold by the customer to a person qualifying as a consumer in accordance with the regulations referred to in the preceding point, the customer declares to waive the right of recourse provided for in art. 134 of D. Lgs. No. 206/2005.

### **15. Rights of third parties**

**15.1** CEDAT85 Srl will defend the customer in the event of any action against him promoted by third parties, if such action is based on the claim that the product supplied infringes patents or copyrights, trademarks or other intellectual property rights in Italy or abroad, provided that all of the following conditions are met:

- a. The client has given timely written communication to CEDAT85 of legal actions against him or of possible imminent initiation;
- b. The client gives full cooperation and gives CEDAT85 the power to control the defensive approach, also with regard to the opportunity to challenge judgments or to conclude any negotiations for the settlement of the dispute;
- c. The Customer does not accept any responsibility and shall refrain from reconciling or attempting to reconcile or compromise the dispute, unless expressly authorised to do so by CEDAT85;
- d. The action or claim of third parties does not result from alterations, modifications or additions to the product made by the Customer without the written consent of CEDAT85.

**15.2** In the case referred to in the preceding paragraph, and under the same conditions as those provided for therein, CEDAT85 shall keep the customer free of any liability in which he may incur on the basis of a final judgment of conviction.

**15.3** If such action has been or, in the opinion of CEDAT85, can be promoted, the customer will allow CEDAT85, at his choice and expense: (A) to have the customer obtain the right to continue to use the contested product; Or (b) to replace or modify it so that it

is no longer in a position to violate patents, copyrights, trademarks or other proprietary rights, provided that the operation of the product is not substantially impaired. If, in the opinion of CEDAT85, none of these alternatives are feasible in reasonable terms, the customer shall, upon request, return the product to CEDAT85. In this case, after the return, the customer will be refunded the amount actually paid on the contested product, without any further payment being due by CEDAT85.

## **16. Property Rights and Confidentiality**

**16.1** The Customer acknowledges that CEDAT85 is the exclusive owner of copyright and all other intellectual property rights in the Products and Documentation and their worldwide exploitation rights.

**16.2** The customer acknowledges in particular that the operating software of the product (and subsequent evolutions), know-how, data and information of a technical, commercial and financial nature provided to the customer in any case under the contract of supply (hereinafter "*confidential information*") They are and will remain the exclusive property of CEDAT85 and this also with regard to any adaptations, modifications, adaptations, translations, derivative applications of the products, documentation and confidential information which will remain the exclusive property of CEDET85.

**16.3** The Customer acknowledges that the products, documentation and confidential information constitute, individually and jointly, business secret and technical-commercial assets of considerable economic value to CEDAT85, the disclosure of which would cause considerable economic damage.

**16.4** Customer undertakes:

- a. To use confidential information and documentation only to the extent necessary to implement this Agreement;
- b. To treat the documentation and the confidential information with the same care and manner in which it deals with its confidential information and to take any suitable measure to safeguard the confidentiality of the products, the documentation and the confidential information.
- c. To make confidential information and documentation available only to the employees and/or collaborators of the customer whose information is strictly necessary for the purposes of the performance of this contract. These people must commit themselves to maintaining their confidentiality.
- d. Not to copy, duplicate, disclose, in any way, confidential information and documentation;
- e. Not to use the products, confidential information and documentation for commercial purposes.
- f. To return or, at the request of CEDAT85, declare that it has destroyed the documentation and all confidential information (including copies or records, if any), on any medium they may be found;

**16.5** The obligations under this Article. 16 shall remain in force for a period of 10 years from the date of signature of each contract.

## **17 limitations of liability**

Without prejudice to the mandatory limits of law, it remains agreed that CEDAT85's maximum liability to the customer for the deliveries made is limited to the amount of the

customer's actual payment for the purchase of the product to which the customer's claim relates.

## **18. Installation**

Any installation and connection costs of the product are excluded from the supply and may be negotiated separately.

## **19. Personal data processing**

**19.1** CEDAT85 will process the customer's data for the fulfilment of the obligations of the contract in compliance with the regulations 2016/679/EU (General Data Protection Regulation – GDPR) and with the other existing regulations regarding the protection of personal data.

**19.2** The data controller is CEDAT85 Srl – Piazza Carducci 27/28, San Vito dei Normanni (BR). The owner of the treatment is the client.

**19.3** The person responsible, within the conditions/instructions provided by the Holder:

- a. It deals with the following types of data: Demographics
- b. It carries out treatments related to treatments related to document management services (printing, archiving)- treatments related to its services: Software development and maintenance.
- c. perform the treatments through: electronic/automated instruments.

**19.4** The data processed can be communicated to companies of the CEDAT85 Group and third companies (i.e.; banking institutions, external consultants), where necessary for the fulfilment of the obligations under the contract, as well as to the public administration if required by law.

**19.5** The Manager declares to provide sufficient guarantees to implement appropriate technical and organisational measures in such a way that the processing meets the requirements of the GDPR and guarantees the protection of the rights of the Proprietor Client.

**19.6** The appointment of CEDAT85 to be responsible for the data processing shall start from the date on which the contract is signed between the parties and shall remain valid until the end of the activity provided for in the contract, or until the advance revocation, for any reason, by the Proprietor. Termination of activities or early withdrawal automatically entails the immediate cessation of processing and the return and/or destruction of the relevant personal data to the Data Controller.

## **20 Export control**

**20.1** Deliveries of the Products are conditioned on the absence of obstacles provided for by national and/or international export control legislation, in particular embargoes or other sanctions.

**20.2** You agree to provide all information and documentation necessary for export and shipment.

**20.3** Any delay due to export controls and/or their approval procedures will result in the ineffectiveness of the agreed delivery terms.

**20.4** If the necessary approvals are not granted or the export of the goods/services is not permitted, the contract shall be deemed not to be concluded solely in relation to the products concerned and the services thereof.

**20.5** CEDAT85 shall be entitled to terminate the contract without any prior notice in order to comply with applicable national or international law provisions, with the exception of liability for damages and any claim by the Customer.

**20.6** Once the products (hardware and/or software and/or technology and related documents), and the services (including technical support in all its forms) are delivered or otherwise made available by CEDAT85 to the customer, the latter will also have to act in accordance with the applicable provisions of national and international law on the control of (re)exports.

## **21. Applicable law and competent court**

**21.1** These General Conditions are governed by Italian law.

**21.2** The judicial authority of Milan shall be exclusively responsible for any dispute.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, Customer specifically approves the following clauses: 2.3 – 3.1 – 3.2 – 6 – 7.1 – 7.6 – 7.7 – 7.8 – 9.1 – 11.3 – 12.1 – 12.2 – 12.3 – 12.4 – 12.5 – 12.6 – 15.1 – 15.2 – 15.3 – 16.3 – 16.4 – 16.5 – 17 – 20.1 – 20.5 – 21.1 – 21.2