



**GENERAL TERMS AND CONDITIONS OF SUPPLY OF
EUROSWITCH S.R.L. PRODUCTS**

1. Nature, validity and effectiveness of the General Terms and Conditions

1.1 These General Terms and Conditions govern the delivery of the products manufactured and/or marketed by Euroswitch S.r.l., VAT no. 01030200172, registered office at 15 Via Provinciale, 25057 Sale Marasino (BS), Italy.

All contracts covering the sale of products by Euroswitch S.r.l. to third parties (buyers-/customers) are governed by these General Terms and Conditions, which form an integral and essential part of any proposal, order and order confirmation for the purchase of said products.

1.2 The customer/buyer cannot invoke or refer to terms and conditions other than those contained herein and/or in the order confirmation. Therefore, any conditions specified by the customer/buyer in writing on the purchase order, or on any brochures, catalogues, websites, publications, drawings, invoices and so on, will not be deemed valid.

Any special conditions or derogations or modifications to these General Terms and Conditions must be specifically authorised in writing by Euroswitch S.r.l.

Clauses added by the customer/buyer on the purchase order that conflict with the contents of these general conditions will not be considered valid.

1.3 These General Terms and Conditions are valid for an indefinite period of time and are intended as known to the customer/buyer by virtue of the signing and/or execution of the supply agreement as per art. 2 below.

1.4 Agreements, reports, statements or commitments by the agents, employees and officials of Euroswitch S.r.l. existing before, during or after the signing of these General Terms and Conditions shall not be binding on Euroswitch S.r.l., unless confirmed by it in writing.

2. Product ordering and supply procedure

2.1 A customer/buyer wishing to purchase a set quantity of a set product from Euroswitch S.r.l. shall send Euroswitch S.r.l., by fax and/or e-mail, a written document called a "Purchase Order" showing at least the following details:

- number and date of the order
- description of the product
- quantity required
- unit price of the product
- date of delivery
- place of delivery
- packaging
- conditions of payment
- transport and packaging costs

2.2 On receipt of the Purchase Order from the customer/buyer, Euroswitch S.r.l. sends it by fax and/or e-mail a written document called a "Customer Order Confirmation", which lists and/or refers to these General Terms and Conditions governing the supply of Euroswitch S.r.l. products, in addition to the following details:

- buyer's order number
- description of the product
- amount available
- unit price of the product
- date of delivery
- place of delivery
- packaging
- conditions of payment
- transport and packaging costs
- reference to these General Terms and Conditions governing business relations between the parties.

2.3 These General Terms and Conditions are deemed as accepted and the contract is executed and becomes binding on both parties unless the customer/buyer, within 5 working days of receipt of the Customer Order Confirmation, informs Euroswitch S.r.l., by fax and/or e-mail, that it does not accept these General Terms and Conditions of Supply and hence does not wish to follow up the order.



3. Delivery of the products

The product delivery times and methods are detailed in the Customer Order Confirmation.

Acts of force majeure, unforeseen circumstances and any exceptional events preventing due execution of the order, such as delayed deliveries by Euroswitch S.r.l.'s suppliers, transport disruption, manufacturing problems, trade union disputes, lack of material or power, measures by government authorities, or restrictions on imports and exports, will entitle Euroswitch S.r.l. to extend the delivery terms appropriately, or, if execution of the order is compromised or rendered impossible, to withdraw partially or totally from the contract, without the customer/buyer being entitled to any compensation.

Euroswitch S.r.l. has the right not to execute an order, even if already confirmed, should the customer/buyer become insolvent, even if in connection with other supplies and suppliers, or its secured assets diminish.

4. Product warranty, flaws and defects

4.1 Euroswitch S.r.l. warrants that all the products supplied have been manufactured in accordance with the agreed technical specifications approved in writing by Euroswitch S.r.l. and the customer/buyer.

Euroswitch S.r.l. is only liable for flaws in the products directly attributable to defects and/or malfunctions resulting from their non-compliance with the agreed technical specifications approved in writing by Euroswitch S.r.l. and the customer/buyer.

Euroswitch S.r.l. does not issue warranties in connection with product compliance with the technical and safety standards in force in the customer/buyer's country or in any other country where the customer/buyer decides to sell the products, or other products on which the customer/buyer has installed them, unless such warranty has been explicitly agreed by the parties and duly included in writing in the agreed technical specifications approved in writing by Euroswitch S.r.l. and the customer/buyer. If an explicit agreement is reached, the customer/buyer shall provide Euroswitch S.r.l. with a list of the applicable national and international standards and the technical and safety standards in force in the country of destination.

4.2 All products sold by Euroswitch S.r.l. are covered by a 12-month warranty as from the date of delivery of the products to the customer/buyer.

Under the warranty, Euroswitch S.r.l. will repair any products found to be faulty, or, at its own discretion, replace them if it is not possible or convenient to repair them.

The term for reporting to Euroswitch S.r.l. the existence of product flaws or defects is 8 days as from product delivery for obvious defects, and, for latent defects, as from the day on which the customer/buyer became or should have become aware of them, within the warranty period, namely twelve months as from the date of delivery.

The customer/buyer shall, within 15 days of reporting the defect, send the faulty product to Euroswitch S.r.l., accompanied by a report listing the details of the supply documents, the defects found and any elements deemed useful for identifying the defect.

If an inspection fails to identify the defects reported or they are not covered by the warranty or responsibility cannot be attributed to Euroswitch S.r.l., all expenses sustained will be charged to the customer/buyer.

4.3 All express or implied statutory or conventional warranties other than the warranty covered by these General Terms and Conditions are explicitly excluded.

In all other cases, the customer/buyer is the sole party liable for product damage, defects or malfunctions, and damage caused by the products to third parties, and the customer/buyer shall relieve Euroswitch S.r.l. of all liability.

The warranty as per these General Terms and Conditions does not apply to the following:

- (a)** products that have been used incorrectly, modified, damaged, kept in an unsuitable environment or wrongly serviced by the customer/buyer or any of its customers, or ones the failure of which is due to products or services not supplied by the Euroswitch;
- (b)** products that have undergone repairs not authorised in advance in writing by Euroswitch S.r.l.;
- (c)** any defects occurring for reasons attributable to the customer/buyer or to a third party or caused by errors or omissions or by wrong design characteristics or other deficiencies in the customer/buyer's technical specifications sent to Euroswitch S.r.l.

5. Limited liability and maximum compensation

5.1 Notwithstanding other provisions to the contrary in these General Terms and Conditions or the current laws and customs, the amount payable by Euroswitch S.r.l. for compensation of any kind shall not exceed the net invoiced amount for each single and/or scheduled order covering the product that caused the damage.

The customer/buyer accepts the limited liability and maximum compensation under these General Terms and Conditions and definitively and irrevocably waives its right to claims, demands or actions involving amounts higher than the above maximum compensation. The customer/buyer further undertakes to hold Euroswitch S.r.l. harmless from and against any sum exceeding the above maximum compensation claimed by any party for any reason whatsoever.



6. Inspection procedures

It is the duty of the customer/buyer to verify on delivery of the goods whether the products comply with the technical and other agreed specifications. It is the sole responsibility of the customer/buyer to arrange for all type-approval tests, and all checks to verify product correspondence with the technical specifications, national and/or international standards in force in the countries of destination, and the technical and safety standards in force in the sector of application, as well as all certifications and other requirements. All costs associated with these activities are charged to the customer/buyer.

The customer/buyer agrees to relieve Euroswitch S.r.l. of all liability in connection with failure on the part of the products to comply with the national and/or international standards in force in the countries of destination, and the technical and safety standards in force in the sector of application.

7. Prices and conditions of payment

The product prices and conditions of payment are detailed on the Customer Order Confirmation sent by Euroswitch S.r.l. to the customer/buyer.

Unless specified otherwise in writing on the Customer Order Confirmation, the prices quoted by Euroswitch S.r.l. are intended as ex-Euroswitch's warehouse, net of taxes, transport costs, custom duties and other fiscal charges.

On delivery of the products, Euroswitch S.r.l. will issue and consign to the buyer/customer an invoice containing the following:

- (a) a list of the products supplied;
- (b) the identification number of the Purchase Order sent by the customer/buyer;
- (c) the place where the products were delivered and the related transport documents.

The customer/buyer shall pay for the products at the price, and how and when agreed on and specified on the Customer Order Confirmation sent by Euroswitch S.r.l. to the customer/buyer.

8. Jurisdiction

8.1 Any disputes arising out of or in connection with these General Terms and Conditions, including disputes over their existence, execution, interpretation, validity, breach or termination shall be put before Italian courts, which have sole jurisdiction.

8.2 In the event of a dispute arising out of or in connection with these General Terms and Conditions, including disputes over their existence, execution, interpretation, validity, breach or termination, an attempt will be made to reach an amicable settlement by arbitration, pursuant to Italian Legislative Decree no. 28 of 4th March 2010 and Ministerial Decree no. 180/201 as amended. If the dispute is not settled within 90 days of the request for mediation, or such other term as may be agreed in writing by the parties, it will be put before the Court of Brescia (Italy), which has sole jurisdiction.

9. Applicable law

These General Terms and Conditions are governed by and shall be interpreted in accordance with Italian law.

10. Handling of Personal Data

Pursuant to Italian Legislative Decree n. 196/2003, Euroswitch S.r.l. and the customer/buyer hereby acknowledge they have been informed of and agree to the fact that the personal data collected to formalise the supply contract governed by these General Terms and Conditions will be entered in the file of Customers/Suppliers for the fulfilment of statutory and fiscal formalities and for operational, statistical, business and marketing purposes.

11. Final clauses

11.1 The original text of these General Terms and Conditions is drawn up in the Italian language and it is the only version binding upon the parties.

11.2 Subject to the provisions of point 11.1 above, the original text of these General Terms and Conditions drawn up in Italian may be translated by Euroswitch S.r.l. into foreign languages for the sole purpose of facilitating the dissemination of the contents among its customers, without this affecting the exclusive validity of the text drawn up in Italian.

11.3 These General Terms and Conditions supersede and replace any previous written and verbal covenants, agreements or understanding between Euroswitch S.r.l. and the customer/buyer.

11.4 Even if any of the clauses in these General Terms and Conditions or the Order Confirmations are cancelled or declared null and void pursuant to the law, this will not affect the validity of the remaining clauses.

11.5 Failure by either party to exercise any of the provisions, rights or faculties envisaged herein shall not preclude or affect its right to exercise subsequently said provisions, rights or faculties, or any other provision, right or faculty attributed by these General Terms and Conditions.



11.6 All the information exchanged by the parties regarding the method of conducting the activities, the products and in general any information received in connection with their business relationship shall be treated as strictly private and confidential, and therefore shall not be divulged to third parties or used for purposes other than the correct conduction of said business relationship.

11.7 All licensing rights for the production, sale and use of products supplied to the buyer/customer, as well as any improvements, inventions and designs developed under supply contracts, are and will remain the exclusive property of Euroswitch S.r.l.