



Sales Terms and Conditions

1) Definitions

1.1 For the purposes of these general sales terms and conditions (hereinafter referred to as the "Sales Terms"), the following words shall have the meaning assigned to them below:

"SATECH": Satech Safety Technology S.p.A.;

"Customer": any company, entity or legal authority that purchases SATECH Products from the latter

"Products": any goods produced, assembled and/or sold by SATECH

"Order(s)": any proposal of purchase of the Products forwarded - by fax and/or e-mail only - by the Customer to SATECH

DAP (Delivered at Place): to be construed according to the INCOTERMS published by the International Chamber of Commerce and in force at the time of delivery, as updated from time to time

"Sale(s)": each sales contract entered into by and between SATECH and the Customer upon receipt by the Customer of the written Order acceptance by SATECH

"Trademarks": all Trademarks owned by SATECH

"Intellectual Property Rights": all of SATECH's intellectual and industrial property rights, including, but not limited to, rights - both registered or not - relating to patents for inventions, designs or models, utility models, Trademarks, know-how, technical specifications, data, as well as any application or registration relating to such rights and any other right or form of protection of a similar nature or having a similar effect.

2) Purposes

2.1 These Sales Terms apply to all Sales of Products. Should the conditions and terms of these Sales Terms differ from the conditions and terms agreed in the individual Sale, the latter ones shall prevail. SATECH shall not be bound by the Customer's general conditions of purchase (hereinafter, "GCP") - even if they are referred to or are contained in orders or in any other document from the Customer - without prior written consent of SATECH. The GCP shall not be binding on SATECH even as the result of silent consent.

2.2 SATECH reserves the right to add, amend or delete any provision of these Terms of Sale, it being understood that such additions, amendments or cancellations shall apply to all Sales concluded after the thirtieth day from the notification of the new Terms of Sale to the Customer.

3) Orders and Sales

3.1 The Customer shall forward detailed Orders to SATECH, containing the description of the Products, the quantity requested, the price and the delivery terms required.

3.2 The Sale shall be considered concluded: (i) upon Customer's receipt of a written confirmation, by e-mail, fax or computerized means, from SATECH according to the terms and conditions of the Order (ii) or, if the Customer receives a confirmation in writing from SATECH containing different terms from those in the Order, two working days after the receipt of the confirmation containing different terms and provided that SATECH receives no objection in writing from the Customer in that period; (iii) or, in the absence of a written confirmation by SATECH, upon delivery of the Products to the Customer.

3.3 Orders duly accepted by SATECH may be not cancelled by the Customer without written consent by SATECH.

4) Price of the Products

4.1 Prices of the Products shall be those indicated in the SATECH pricelist in force when the Order is placed by the Customer or, if the Product is not included in the pricelist or the pricelist is not available, those indicated in the Order and confirmed in writing by SATECH upon the acceptance of the Order. Unless otherwise agreed in writing between the parties, the above prices shall be calculated ex-works, net of VAT and any discount. These prices do not include the costs of packaging, shipping and transport from SATECH premises to the Customer. These costs shall be borne separately by the Customer.

4.2 SATECH shall keep the ownership of the Products until full payment of their price. The Customer shall fulfill all requirement pursuant to local laws in order to make this ownership reservation clause valid and enforceable towards all third parties, including by registering it in any appropriate register, where locally required.

4.3 SATECH reserves the right to unilaterally change, without prior notice and with immediate effect, the prices listed in the pricelist in cases where the adjustment is due to circumstances beyond SATECH's control (for example: an increase in the price of raw materials and labor costs or changes in exchange rates). In all other cases, the change shall be notified to the Customer and affect all Orders received by SATECH from the thirtieth day after the date on which said changes were notified to the Customer.

5) Delivery terms

5.1 Unless otherwise agreed in writing between the parties, the delivery of the Products shall be DAP with the relevant charges included in the invoice.

5.2 Pursuant to art. 1457 of the Italian Civil Code, delivery terms are indicative and not essential, and, in any case, they do not include times of transport. If the term has not been indicated in the Order, the latter shall be processed within 60 days from the first working day after the confirmation of the individual Order.

5.3 Notwithstanding the foregoing in art. 5.2, SATECH shall not be held responsible for any delays or failure to deliver due to circumstances beyond its control, including, by way of mere example and not limited to, the following:

- inadequate technical data or inaccuracies or delays of the Customer in the transmission to SATECH of information or data necessary for the Products shipment;
- partial or total strikes, power failure, natural disasters, measures imposed by public authorities, shipment-related problems, events of force majeure, unrest, terrorist attacks and any other event of force majeure.

5.4 The occurrence of some of the events above shall not entitle the Customer to claim damages or compensation of any kind.

5.5 In case of a customer asking to postpone an order that is ready for shipment, Satech will charge a warehouse storing cost starting from and thereafter the 7th day of storage. Any risks associated with the storage of this material will be transferred to the customer starting from when the material arrives in the warehouse.

6) Shipment

6.1 Unless otherwise agreed in writing between the parties, transport shall always be carried out by SATECH at the Customer's expense.

7) Payments

7.1 Unless otherwise agreed in writing between the parties, SATECH, at its discretion, shall issue invoices upon acceptance of the Order or delivery of the Products.

7.2 Payments shall be made in Euros and within the term agreed upon in the order.

7.3 Failure to pay in the agreed time shall entitle SATECH to request the Customer to pay the interest due at the rate established by Legislative Decree no. 231/02.

7.4 Failure to pay or a delay in payment of more than 30 days shall entitle SATECH to discontinue the delivery of the Products and terminate any Sale already signed. The discontinuation of the delivery of the Products or the termination of the Sales shall not entail the Customer to claim damages.

7.5 In no case may any claim relating to the Products and/or their delivery justify the discontinuation or delay in payment.



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8) Non-conformity

8.1 Any discrepancy between the Products delivered to the Customer and the type and quantity indicated in the Order shall be reported in writing to SATECH within 15 days after the delivery date. If no complaint is communicated within the aforementioned term, the Products delivered shall be held as conforming to those ordered by the Customer.

9) Guarantee

9.1 Unless otherwise agreed in writing between the parties, SATECH guarantees that the Products (except for parts of the Products that are not manufactured by SATECH) are free from faults and defects, for a term of 2 years after their delivery date to the Customer. For products of other brands supplied, the terms of guarantee of the respective suppliers shall apply.

9.2 The guarantee shall not apply to those Products whose defects are due to (i) damage caused during their shipment; (ii) negligent or improper use of the Products; (iii) failure to comply with SATECH instructions on operation, maintenance and storage of the Products; (iv) repairs or changes made by the Customer or third parties without SATECH's prior written authorization.

9.3 Provided that the Customer's claim is covered by the guarantee and notified according to the terms of this article, SATECH shall undertake, at its discretion, to replace or fix each faulty or defective Product or parts thereof.

9.4 The Customer shall report in writing to SATECH, by mail, any faults or defects within 15 days after the delivery date of the Products in case of evident faults or defects, or within 15 days after their discovery in case of faults or defects that are either hidden or cannot be found by an average diligent person. In case of damage during transport or missing packages, they shall be noted on the shipping document, along with a reservation of formal complaint, which shall be carried out within 7 calendar days. In case of failure to report within the terms indicated in this article, the Customer's guarantee for faults and defects expires.

9.5 For any Products for which the existence of defects is reported, any return, including the method and the relevant costs, shall be agreed with SATECH. The guarantee does not cover damage and/or defects of the Products resulting from anomalies caused by, or connected to, parts directly assembled/added by the Customer or by the final consumer. If a defective Product or component is replaced under this guarantee, the ownership of the replaced Product or component is transferred back by the Customer to SATECH.

9.6 In any case, the Customer may not enforce the guarantee rights against SATECH if the price of the Products has been not paid under the conditions and terms agreed upon, even if the non-payment of the price under the conditions and terms agreed upon refers to other Products than those for which the Customer intends to enforce the guarantee.

9.7 SATECH recognizes no guarantee about the Products compliance with laws and regulations of non-EU countries. No other guarantee, whether explicit or implied, such as, for example, the guarantee of performance or suitability for a specific purpose, is granted with reference to the Products.

9.8 Without prejudice to the provisions set forth in art. 9.3 above and except in the case of willful misconduct or gross negligence, SATECH shall not be held liable for any damage resulting from and/or connected to the defects of the Products. In any case, SATECH shall not be held liable for indirect or consequential damages of any nature including, but not limited to, losses arising from the Customer's inactivity or loss of profits.

9.9 In the event that the same defect in a Product occurs repeatedly and is attributable to the same cause over 12 months after the delivery of the Products to the final customer and, in any case, no later than 24 months after the delivery to the Customer, SATECH shall reimburse, to the extent set out by art. 9.10 below, any direct damage incurred by the Customer and properly documented in relation to a campaign of withdrawal of the defective Products from the market, and any other additional cost related to the repair and replacement of the Products, provided that the Customer has reasonably undertaken to limit any loss that SATECH may have suffered. The Customer shall follow SATECH's instructions for the withdrawal of the Products from the market.

9.10 In any case, the Customer's right to damages shall be limited to a maximum amount equal to the value of the Products with defects or faults.

10) Intellectual Property Rights

10.1 Intellectual Property Rights are full and exclusive property of SATECH and their communication or use under these Terms of Sale entails, in relation to them, no right or claim for the Customer. The Customer undertakes to take no action that is not consistent with the ownership of Intellectual Property Rights.

10.2 The Customer declares that: (i) SATECH is the exclusive owner of the Trademarks; (ii) the Customer shall refrain from using and registering similar and/or confusing Trademarks; (iii) the Customer shall only use the Trademarks in compliance with the SATECH's instructions and for the exclusive purposes of these Terms of Sale.

11) Explicit Termination Clause

11.1 SATECH shall have the right to terminate, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, at any time by written notice to the Customer, any individual Sale in the event of breach of the obligations under articles: 4 (Price of the Products); 7 (Payments); 10 (Intellectual Property Rights).

12) Change in the Client's financial situation

12.1 SATECH shall have the right to stop fulfilling obligations arising from the Sale of the Products, pursuant to art. 1461 of the Italian Civil Code, in the event that the Customer's financial situation becomes such as to seriously jeopardize the achievement of the counter-performance, unless a suitable guarantee is provided.

13) Applicable law and jurisdiction

13.1 The Terms of Sale and each Sale shall be governed by and construed according to the Italian Law.

13.2 The Court of Lecco shall have exclusive jurisdiction on all disputes arising from or in connection with these Terms of Sale and/or each Sale.