

1. Definitions

- 1.1. Contract means any agreement between Supplier and the Buyer for the supply of Products, which expressly or by implication incorporates these Conditions.
- 1.2. Products means both the Products and/or the services and any other ancillary activity provided for in the Order;
- 1.3. Conditions means these terms and conditions of sale.
- 1.4. Buyer means any entity and/or subject who places an Order with Supplier.
- 1.5. Delivery Address means the address at the point of delivery as notified by Supplier to the Buyer.
- 1.6. Order means an order given by the Buyer to Supplier for the supply of Products.
- 1.7. Price means the price for the Products as quoted to the Buyer by Supplier in accordance with these Conditions and the Contract, for the amount stated in the relevant invoice, excluding Duties & Taxes.
- 1.8. Supplier means Supplier and its subsidiaries and /or affiliates. For the purpose of these Conditions, Supplier's "subsidiaries" or "affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with Supplier.

2. Scope of the conditions applicable, Orders and their acceptance

- 2.1. These Conditions apply to all orders of the Products placed by the Buyer with the Supplier and shall, together with any Contract ruling the framework relationship between Supplier and the Buyer, constitute the entire agreement between the parties.
- 2.2. No variation of these Conditions (including any special terms and conditions agreed between the Buyer and Supplier) shall have any effect unless agreed in writing by Supplier.
- 2.3. Each order for Products constitutes a separate Contract, and is subject to Supplier's acceptance.
- 2.4. Supplier's offers are valid during thirty (30) days from the date of their issuance, unless otherwise stipulated in writing by Supplier. Orders must be made in writing and cannot be cancelled or modified by the Buyer after the date on which they are sent to Supplier, without prior written consent.
- 2.5. In any case, the cancellation of an Order accepted by the Supplier is subject to the payment by the Buyer to the Supplier of a penalty – as per Art. 1382 of the Italian Civil Code – equal to 50% of the value of the cancelled Order.
- 2.6. Orders are not considered as accepted by Supplier until the Supplier has approved them in writing, or if the order in question has been fulfilled. Supplier reserves the right, for any reason, to reject any order, in whole or in part by serving notice of such rejection on the Buyer, in particular if there is a dispute with the Buyer concerning the payment for a previous order.

3. Price and Payment

- 3.1. Unless otherwise indicated in writing by Supplier, the prices appearing in its offers or estimates do not include packaging or any transport, insurance or installation expenses. The prices do not include tax. The applicable taxes are those in force at the time of the invoicing and must be paid by the Buyer. All expenses, fees and taxes due for the use of equipment (in particular, subscription and consumption costs) shall be borne exclusively by the Buyer.
- 3.2. Supplier can revise its prices or its rates in force, at any time and without notice.
- 3.3. In particular, prices shall remain fixed and unchanged except for significant changes (meaning those exceeding + / - 5%) of the main factors of the supply (such as the costs of raw materials and components; the costs of the logistics; the different exchange rate, where applicable; etc.). In this case, the prices shall be re-negotiated

and the Parties shall meet by 5 (five) working days from the notification of the significant change. From the date of notification of the significant change, until an agreement on the re-negotiated price is met, Supplier shall not accept new Orders and will suspend manufacturing and delivery of pending Orders.

- 3.4. Invoices are issued as of the Products Delivery date or as of the rendering of the services. Unless otherwise indicated in writing by Supplier, invoices are payable by thirty (30) days from the invoice date.
- 3.5. All payments to be made and credits to be given shall be in Euros, or in the different currency as otherwise agreed in writing.
- 3.6. The Buyer shall not be entitled to assert any set-off or counterclaim whether arising from breach of agreement, breach of statutory duty or any other matter whatsoever in order to justify withholding payment of any such sum in whole or in part.
- 3.7. If the Buyer fails to make any payment due to Supplier by the due date for payment, the Buyer shall pay interests for late payment (interessi di mora). Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount; and Supplier shall be entitled to suspend all Services until payment has been received by the Buyer in full. Supplier may demand that Buyer makes full or partial payment in advance, issues bills of exchange or provides other satisfactory security or guarantees that invoices will be promptly paid when due or Supplier may stop delivery of products pursuant to accepted orders.

4. Delivery and transfer of the risk and title

- 4.1. Unless otherwise stipulated in writing, all deliveries are performed Ex-works the place indicated in the Buyer's order.
- 4.2. The Products shall be deemed delivered to the Buyer at the time it is delivered at the place designated for this purpose by Supplier (the Delivery). All risks are transferred to the Buyer as of Delivery. The Buyer covenants to take out the insurance needed to cover the risks from Delivery until the transfer of ownership.
- 4.3. Notwithstanding delivery and passing of the risk of loss, the Products will - to the extent allowed by local Law - remain the property of Supplier until the Buyer pays all amounts due, including accrued interest and Supplier shall be entitled to bring any action for recovery of property until the entire price has been paid, including in the event of bankruptcy proceedings affecting the Buyer and/or any other equivalent proceedings. The Buyer expressly waives any conflicting clause.
- 4.4. Any storage of the Products on Supplier's premises or on the premises of a third-party designated by the latter, after Delivery, shall entitle Supplier to invoice the Buyer for the corresponding expenses. If storage exceeds three (3) months, Supplier shall be entitled to either dispatch the Products to the Buyer at the latter's expense, or to enforce its rights for the Buyer's breach of its obligations.
- 4.5. Supplier can, at its own choice, deliver single or partial orders items on one or on more than one occasion.
- 4.6. The Delivery Date is approximate only and not of any contractual effect. While Supplier will use all reasonable endeavors to meet the Delivery Date, it will not be liable for any loss or damage incurred by the Buyer as a result of any failure to deliver on such particular date. In case of incomplete or wrong delivery, the Buyer's exclusive remedy is redelivery of a correct consignment.
- 4.7. The Buyer shall inspect the Products immediately on delivery and shall, within 15 working days from delivery, notify Supplier of any alleged shortage of quantity, damage or failure to comply with description. If the Buyer fails to notify Supplier within such time then (subject to the warranty provisions contained in Art. 5.1 below) the Products shall be deemed to be accepted by the Buyer

5. Warranty and Procedure for Return of Products

- 5.1. Unless otherwise indicated in writing by Supplier, standard warranty of 12 months applies to Products from the date of delivery.
- 5.2. Where needed, Buyer is responsible to organise the shipment and collection of any Products for repair to/from Supplier's repair centre and will bear the relevant costs. Products shall be delivered packaged and protected to ensure safe transport: incorrectly packaged returns may not be processed under warranty and will be subject of a chargeable repair.
- 5.3. Repaired or replaced Products will be warranted for 90 days or the unexpired portion of the original Products' warranty, whichever is greater.
- 5.4. Products will be sent for repair without the accessories / peripherals e.g., power supplies, power cords, communication cables, SIM cards.
- 5.5. Warranty for accessories, cables, plugs or power supply units is limited to 90 days.
- 5.6. Defective or inoperable power packs will be replaced if defective, but will not be replaced if missing.

6. Warranty Exceptions:

- 6.1. NFF (No Fault Found) – if when tested the Product is operating correctly, a NFF fee will be charged. Cracked or tarnished cases and worn, mildly scratched or tarnished touch screens or displays occurring as a result of normal wear and tear do not constitute a Product failure. Equipment returned for these reasons will be considered NFF.
- 6.2. BER (Beyond Economical Repair) – if the cost of performing the repair is agreed with the Buyer to be outside of the agreed pricing structure, a BER fee will be charged to cover the diagnostic investigation.
- 6.3. Failure to utilize prescribed screen protectors and styli of touch screen products will prevent enforcing any warranty.
- 6.4. Abuse and Force Majeure – Supplier warranties do not cover any Product that has been:
 - Proven it is opened by an unauthorized third party
 - Proved to be damaged by accident, neglect, misuse, abuse, or natural disaster or shown that such damage could not have any other source
 - Subjected to an unsuitable physical operating environment, not properly maintained in accordance with the procedures recommended by Supplier
 - Stored and inactive for periods longer than 12 months
 - Damaged due to the use of non-approved stylus
 - Repair or replacements of case plastics for minor scratches and blemishes
 - Requested upgrades or enhancements to the Product, which are not considered, required updates.
 - Exposed to liquid in any form
 - Struck by lightning, electrical surge or affected by the use of improper power supplies
 - Damaged due to excessive strain or force subjected to the port connectors
 - Altered, repaired or maintained by an unauthorized party or operated outside published use specifications

7. Limitations and Exclusions of Supplier Liability

- 7.1. Supplier's obligations are to supply Products of the quality and description agreed between the parties and repair or replace Products which are either properly rejected as defective or which become defective during the warranty period. These obligations are subject to the following limitations and exclusions.
- 7.2. Supplier has no obligation to repair or replace defective Products unless the Buyer complies in all material respects Art. 5 of these Conditions.
- 7.3. All implied warranties and conditions (whether implied by statute or

otherwise) are excluded to the extent that such exclusion is lawful.

- 7.4. Supplier is not liable for:
 - any misinterpretation of the Contract, unless proven it is made fraudulently;
 - indirect or consequential loss nor loss of revenue, loss of profits, loss of business or goodwill, loss or damage or corruption of data or the use of any equipment or loss of operating time howsoever caused arising from or connected to the supply of the Products and the Contract.
- 7.5. Subject to this Art. 7, unless differently agreed in writing in the Contract, the maximum liability to Buyer arising under or in connection with the Contract, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall not exceed in aggregate an amount equal to 20% (Twenty Percent) of the Price actually paid (less discounts) by the Buyer.
- 7.6. It is the Buyer's responsibility to specify correctly the Products required and verify that the Products ordered are suitable for the purpose for which they are intended to be used and if any Product supplied by Supplier shall, by reason of a fault in the specification communicated to Supplier by the Buyer in the Buyer's order, be unsuitable for the purpose for which they have been supplied, Supplier shall be under no liability whatsoever to the Buyer for the consequences of such unsuitability.
- 7.7. The warranty given by Art. 5 does not apply if the Products are damaged in consequence of any act or neglect of the Buyer and in particular of any mishandling or careless installation.
- 8. Force Majeure**
 - 8.1. Supplier shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reason of force majeure. Force majeure shall be deemed to mean all causes beyond the reasonable control of Supplier.
- 9. Intellectual Property**
 - 9.1. Buyer acknowledges that, unless otherwise stipulated by Supplier, all of the intellectual and industrial property rights concerning the Products sold (including without limitation, studies, plans and software programs) are and shall remain the absolute property of Supplier (or, if applicable, of the third-party holding these rights).
- 10. Governing Law and Jurisdiction**
 - 10.1. These conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Italian law.
 - 10.2. The courts of Milano, Italy have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 11. Severance**
 - 11.1. If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of these Conditions which shall remain in full force and effect.