

**1. Application of the Terms and Conditions** 1.1 These General Terms and Conditions of Sale govern all relations between Entity Elettronica s.r.l. (hereinafter referred to as "ENTITY"), in its capacity as producer and distributor, and the Customer, unless expressly waived by special terms and conditions accepted in writing by ENTITY itself.

**2. Nature and use of the products sold** 2.1 The products sold by ENTITY must only be used for the purposes indicated in the Customer's original request. The Customer must comply with the specifications of the products or of the supplier. 2.2 The products sold by ENTITY have not been designed for use in devices or systems intended to be surgically inserted into the human body, or that maintain or control life, in devices or systems intended for nuclear use. 2.3 Products may be subject to third party rights, such as, but not limited to, patents, copyrights and/or licenses; the Customer must respect these rights. 2.4 The Customer shall indemnify and hold harmless ENTITY and the product manufacturer, to the fullest extent permitted by law, against any liability, damage, burden or cost deriving from the Customer's failure to comply with the provisions of this article.

**3. Purchase orders** 3.1 Purchase orders are issued by the Customer via letter, fax or e-mail. ENTITY reserves the right not to accept telephone and/or verbal requests. Any clause or specific purchase condition contained in the purchase order issued by the Customer, which is in conflict with these General Terms and Conditions of Sale, will not be effective unless accepted in writing by ENTITY.

**4. Contract conclusion** 4.1 The offer issued by ENTITY, following the Customer's request, does not constitute a contract proposal pursuant to art. 1326 of the (Italian) Civil Code and, therefore, under no circumstances shall it be binding for ENTITY, as it simply gives an indication of the latter's willingness to supply the products and the relative prices. It is therefore subject to possible changes. 4.2 ENTITY will issue a written order confirmation for each order, if it considers it appropriate to do so. Any information and/or data regarding the characteristics and/or technical specifications of the products contained in catalogues, price lists and/or similar documents shall not be binding for ENTITY.

**5. Prices** 5.1 Sales prices are net of VAT and do not include taxes, duties, transport costs or other expenses and commissions. 5.2 The prices indicated by ENTITY in the offer or in the order confirmation may change in the case of sudden and exceptional price increases implemented by the component manufacturers due to changes in market conditions.

**6. Delivery and shipping** 6.1 Unless otherwise agreed, ENTITY will deliver the products by handing them over to affiliated carriers; the products are sold ex warehouse of ENTITY. The Customer shall be fully responsible for the transport risk and the products shall be considered correctly delivered to the Customer, to all intents and purposes, as soon as ENTITY hands them over to the carrier or as soon as the Customer collects them from ENTITY's warehouse. 6.2 Delivery and shipping costs shall be borne by the Customer. 6.3 The delivery time frames indicated by ENTITY are indicative and not essential. These time frames are nonetheless subject to the products being effectively available from ENTITY's suppliers and are also subject to the Customer being up to date with the payment of any overdue amounts relating to previous supplies. ENTITY cannot be held responsible for any damage or any penalty resulting from a late delivery. 6.4 ENTITY also reserves the right to make partial deliveries with the consequent issue of invoices to be paid by the agreed deadlines. Should ENTITY deliver fewer products than the quantity ordered, then the Customer shall not be released from the obligation to accept the delivery and pay for the products delivered. 6.5 ENTITY reserves the right to deliver the products before the scheduled date. 6.6 Any complaints or disputes regarding the products being sold shall not give the Customer the right to suspend, or in any case delay, payments. 6.7 Should ENTITY process the order after the expected delivery time, the Customer shall not have the right to request termination of the contract, nor to claim compensation for damages and/or penalties. 6.8 Upon receipt of the goods, the customer must check that the packages are intact and that the quality and quantity of the goods correspond with the content of the transport document. Any discrepancies must be reported as soon as possible. 6.9 No complaints will be accepted 10 days after the goods have been received. We do not accept returns of goods unless previously agreed and authorized.

**7. Payment conditions** 7.1 All invoices must be paid at ENTITY's registered office in Milan, VIA Monte Generoso, by the agreed deadline and in the agreed way, regardless of any anomalies that may have occurred during the warranty period and the need for any testing. ENTITY reserves the right to issue collection orders and/or drafts without this constituting an exception to paragraph 3) of art. 1182 of the (Italian) Civil Code. 7.2 Customers who place orders with ENTITY for the first time may be asked to pay by bank transfer in advance or by banker's draft upon collection of the products. 7.3 Any disputes relating to invoices must be sent to ENTITY via registered letter with acknowledgement of receipt within 8 days from the date they were received, otherwise they will not be taken into consideration and the invoices in question will be understood to have been accepted without reservation. 7.4 Late payments shall lead to default interest being charged at the rate referred to by (Italian) Legislative Decree no. 231/2002. 7.5 Discounts may not be applied unless expressly authorised by ENTITY. The Customer is not authorised to make any deduction to the agreed value (e.g. advance payment, or in the case of alleged product defects), unless agreed in writing beforehand with ENTITY. 7.6 If ENTITY has reason to believe that the customer cannot and/or does not intend to pay for the products by the agreed deadline, then it may make product delivery subject to adequate payment guarantees being presented. 7.7 In the case of advance payment, ENTITY shall consider the purchase contract to be concluded upon said payment, and the customer will not be able to refuse to collect the material once it is ready and after the advance payment, even in the event of bankruptcy or suspension of business activity.

**8. Product return** 8.1 Any product return must be authorised in writing beforehand by ENTITY. 8.2 Returns shall only be accepted if accompanied by the R.M.A. no. (Return Material Authorisation). All returned products must be in their original packaging and properly packaged. All returned products must be returned in accordance with the procedures described in the R.M.A. 8.3. Products that do not comply with the standard specifications and/or conditions referred to by the previous point shall be returned to the Customer at the latter's expense. 8.4 Under no circumstances may any Custom product be returned to Entity.

**9. Postponement of deliveries and termination of the contract** 9.1 ENTITY reserves the right to postpone deliveries if the Customer fails to make even only one payment by the due date, or is in breach of other contracts or, in general, any other obligation. 9.2 After the conclusion of each individual sales contract, if the economic and/or financial conditions of the Customer change (e.g. as a result of protests against bills of exchange, the existence of enforcement proceedings, voluntary liquidation or liquidation by court order, or in the case of non-payment or delayed payment), ENTITY, without prejudice to the provisions of the previous paragraph, reserves the right to demand that the Customer pay immediately as per art. 1186 of the (Italian) Civil Code and to terminate the individual contracts with immediate effect, also demanding immediate payment of overdue invoices and invoices yet to expire, via registered letter with acknowledgement of receipt. 9.3 The payment terms stated on the invoice are essential in favour of ENTITY and are mandatory.

**10. Order cancellation and rescheduling** 10.1 Any cancellation of orders or decreases to quantities must be authorised in advance by ENTITY. 10.2 For orders with scheduled deliveries, the rescheduling of deliveries must be agreed in writing with ENTITY. However, ENTITY, at its sole discretion, reserves the right not to accept the Customer's request. General Terms and Conditions of Sale - Italy In any case, deliveries may only be rescheduled by giving notice of at least 30 days in advance of the first due date. In this case, ENTITY will have the right to charge an amount equal to 1% monthly of the value of the unused products as a refund for the cost of the material used. 10.3 In any case, no full or partial cancellation request can be accepted, for any reason, for orders relating to non-standard products, value added products (programmed, custom, ...), products in Last Buy Order, obsolete products or leaded products, i.e. all products that ENTITY classifies as "NCNR" or "No Cancellation and No Return".

**11. Execution** 11.1 ENTITY executing an order, even only partially, or providing any other service to the Customer, shall not mean, nor may this be interpreted to mean, that ENTITY tacitly or implicitly accepts the Customer's terms and conditions or contractual clauses, unless they have been expressly signed by the legal representative of ENTITY. 11.2 Should ENTITY fail to challenge any document, communication or action of the Customer, this shall not be considered as a waiver of any right nor of the provisions of these general contractual terms and conditions.

**12. Warranty** 12.1 Products sold by ENTITY are free from defects and are guaranteed for a period of twelve months from the date of delivery to the Customer. 12.2 The warranty is only effective with respect to the direct customer of ENTITY; any claims made by third parties, including those relating to ENTITY's customers, cannot be accepted. 12.3 ENTITY provides no other warranty, express or implied, such as the warranty of merchantability, fitness for purpose or non-infringement. 12.4 Any defects or faults in the products must be reported in writing as soon as possible and, in any case, no later than 8 days from the date of receipt of the products, or from the date when the problems were discovered in the case of hidden defects. 12.5 Should faults, defects or low quality of the products be ascertained and promptly reported, ENTITY shall be required solely and exclusively to replace, repair or refund the defective products, at its discretion, with the exclusion, to the widest extent permitted by law, of any different and additional liability for damages, both direct and indirect, that may occur, to the Customer or third parties. 12.6 Samples, prototypes and products under development are delivered by ENTITY, and accepted by the Customer, as they are and without warranty. 12.7 Since this is not a consumer sale, the provisions of (Italian) Legislative Decree no. 206 dated 06.09.2005 do not apply.

**13. Product conformity and information** 13.1. ENTITY provides no guarantee as to the accuracy or completeness of product information and does not guarantee that the information made available to its Customers is up to date, accurate and complete; said information may be subject to change at any time. 13.2 ENTITY advises the Customer to always check all product information before using it or before acting in accordance with said information. All product information is subject to change without notice. 13.3 ENTITY shall not be held liable for any damage that may occur, to Customers or third parties, as a result and consequence of product information.

**14. Force majeure** 14.1 ENTITY shall not be held liable, unless for gross negligence, for the non-performance of individual contracts and/or for any delay in fulfilling its obligations, and the Customer shall not be entitled to request termination and/or compensation for damages, if this is a result of:

(a) causes not reasonably attributable to ENTITY itself;

(b) the need to comply with laws, regulations, orders, acts or requests by government, administrative, civil or military authorities, or bodies under their authority;

(c) the Customer's actions or omissions and/or force majeure, such as, but not limited to, fires, floods, bad weather, strikes or similar events, lockouts, closures or modifications of the factory, embargoes, wars, riots, transport delays or deficiencies, inability to obtain delivery of products from international suppliers, within the time frames agreed in advance, or for other similar causes.

**15. Right of retention - Offsetting** 15.1 The Customer has no right of retention on the products supplied by ENTITY, nor may the Customer offset them with any counter receivables owed by ENTITY.

**16. Confidentiality** 16.1 The Customer undertakes not to use or disclose, divulge and/or disseminate to third parties, either directly or indirectly, through third parties, entities or companies, by any means and in any way, news and/or information that is objectively or subjectively confidential, of which it has become aware during and/or while fulfilling the contract in place with ENTITY.

**17. Privacy Policy Italian Legislative Decree no. 196 dated 30/6/2003** 17.1 Pursuant to the provisions of (Italian) Legislative Decree no. 196/03, ENTITY guarantees that the personal data belonging to the Customer that is subject to processing, will be stored and controlled, with appropriate and preventive security measures being adopted, in order to minimize, also in relation to the nature of the data and the specific characteristics of the processing, the risks of destruction, loss or disclosure, even accidental, of said data, unauthorized access or processing that is prohibited or non-compliant with the purposes for which it was collected. ENTITY also guarantees that it has adopted the minimum security measures required by law. The Customer also declares that it has verbally received, understood and accepted the information notice pursuant to article 13 of (Italian) Legislative Decree no. 196/03.

**18. Jurisdiction** These General Terms and Conditions of Sale, as well as the individual sales contracts between the Customer and ENTITY, are subject to Italian law; the Court of Milan shall have exclusive jurisdiction over any dispute.

**19. Amendments** 19.1 Any agreement to waiver and/or integrate the content of these General Terms and Conditions of Sale will not be valid unless made in writing and expressly approved by ENTITY. 19.2 The invalidity of one or more clauses of these General Terms and Conditions of Sale shall not affect the overall validity of said terms and conditions, which will shall therefore remain valid and effective.

**20. Communications** 20. 1 Any direct communication from one party to the other in relation to these General Terms and Conditions of Sale must be sent in writing (by hand, by e-mail, fax or priority mail) to the registered office of each party, to be used by each party as their respective address for service.

Milan, on \_\_\_\_\_

The Customer \_\_\_\_\_

For specific approval, pursuant to articles 1431 and 1342 of the Italian Civil Code, of the clauses: 2. Nature and use of the products sold, 3. Purchase orders, 4. Contract conclusion, 5. Prices, 6. Delivery and shipping, 7. Payment conditions, 8. Product return, 9. Postponement of delivery and termination of the contract 10. Order cancellation and rescheduling, 12. Warranty, 13. Product conformity and information, 14. Force majeure, 15. Right of retention - Offsetting, 16. Confidentiality, 18. Jurisdiction.

The Customer \_\_\_\_\_