

## **GENERAL TERMS AND CONDITIONS OF SUPPLY**

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

**1.1** These General Terms and Conditions govern the supply of products manufactured and/or marketed VAT no. 01030200172, registered office at 15 Via Provinciale, 25057 Sale Marasino (BS), Italy (hereinafter referred to as EUROSWITCH).

All contracts covering the sale of products by EUROSWITCH S.p.A. 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, including any brochures, catalogues, websites, publications, drawings and invoices 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.

Clauses added by the customer/buyer on the purchase order that conflict with the contents of these General Terms and 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** Any agreements, reports, statements or commitments by the agents, employees and officials of EUROSWITCH existing before, during or after the signing of these General Terms and Conditions shall not be binding on EUROSWITCH S.p.A., unless confirmed by EUROSWITCH in writing.

### **2. Product ordering and supply procedure.**

**2.1** Customers/buyers wishing to purchase a set quantity of a product from EUROSWITCH shall send, by fax and/or e-mail, EUROSWITCH a written document called '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', EUROSWITCH S.p.A. sends the customer/buyer, in writing including by email, a document called 'Customer Order Confirmation', which lists and/or refers to these General Terms and Conditions governing the supply of EUROSWITCH products, in addition to the following details:

- buyer's order number
- description of the product
- quantity 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 by the customer/buyer and the contract is executed and becomes binding on both parties in accordance with the 'Customer Order Confirmation' sent to EUROSWITCH, unless the customer/buyer informs EUROSWITCH. in writing including by e-mail within 5 working days of receipt of the Customer Order Confirmation, that it does not accept these General Terms and Conditions of Supply and hence does not wish to follow up the order.

**2.4** The customer/buyer may not, unless authorised in writing by EUROSWITCH, make changes and/or additions to previously confirmed orders.



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### **3. Delivery of the products**

The products are deemed delivered upon dispatch of the products by EUROSWITCH to the customer/buyer. The date of dispatch marks the date of successful delivery of the products to the customer/buyer.

The date and method of delivery of the Products are specified in the "Customer Order Confirmation" sent by EUROSWITCH.

Under no circumstances shall the date of delivery of the products be considered binding and essential for the correct execution of the order, and the customer/buyer shall waive the right to make claims for damages and/or request termination of the contract in the event of non-compliance with the product delivery date.

However, in the case of force majeure, unforeseeable circumstances and all exceptional events that may undermine the timely execution of the order, such as difficulties in the procurement of components, raw materials, products, delivery delays by EUROSWITCH suppliers, transport disruptions and manufacturing setbacks, labour conflicts, material and energy shortages, government authority measures, epidemics, pandemics, as well as import and export restrictions, shall entitle EUROSWITCH to extend the delivery terms to an appropriate extent or, if the fulfilment of the order is impaired or rendered impossible, to cancel the contract in whole or in part, without the customer/buyer being entitled to any compensation.

In any case, EUROSWITCH reserves the right to withhold the order, even if it has been confirmed, should the customer/buyer become insolvent in all respects including with regard to other supplies or suppliers, or should the customer/buyer's asset guarantees be decreased or become void.

### **4. Product warranty, flaws and defects**

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

EUROSWITCH 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 and the customer/buyer.

EUROSWITCH does not issue any 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 jointly in writing by EUROSWITCH and the customer/buyer. If an explicit agreement is reached, the customer/buyer shall provide EUROSWITCH 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** Upon receiving the goods, the customer/buyer own staff shall check compliance of the product with the terms of the order at its own expense and under its sole responsibility.

Any complaint or reservation relating to packaging defects, differences in weight or quantity with respect to the accompanying consignment note shall be made immediately and, in any event, no later than 8 days after delivery of the goods.

**4.3** All products sold by EUROSWITCH are covered by a 12-month warranty as from the date of delivery to the customer/buyer.

The warranty entitles the customer/buyer to have the product repaired or replaced if, at EUROSWITCH's discretion, repair of the product is not possible or not cost-effective.

The term for reporting to EUROSWITCH the existence of product flaws or defects is 8 days as from product delivery for obvious defects and as from the day on which the customer/buyer became or should have become aware of latent defects, and in no case later than the warranty period of twelve months after the date of delivery.

The customer/buyer shall, within seven days following communication of the defect, send the defective product to EUROSWITCH head office accompanied by a report listing the details of the supply document, any defects found and all information useful for identifying the defect.

If the on-site checks and/or inspection performed with a view to replacing and/or repairing the defective product do not reveal the defects reported, or should the defects neither be covered by the warranty or nor be attributable to EUROSWITCH' responsibility, then EUROSWITCH shall quantify and charge the customer/buyer the costs incurred in repairing and/or replacing the defective products.

**4.4** 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 as well as any damage caused by the products to third parties, and the customer/buyer shall relieve EUROSWITCH of all liability.

Furthermore, EUROSWITCH shall not be held liable for product defects that are attributable to the following, in which case the warranty provided for in these general conditions shall not apply:

#### **EUROSWITCH S.p.A.**

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Share Capital €2,000,000.00 fully paid up. - R.E.A.  
Economic and Administration index no. 226527

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- (a) Products that have been used incorrectly, modified, damaged, stored in an unsuitable environment or subjected to incorrect maintenance by the customer/buyer and/or its customers, or whose malfunctioning is due to the assembling and/or products or services not supplied by EUROSWITCH;
- (b) Products used by the customer/buyer for uses not expressly indicated in the specifications and technical-operating instructions contained in the rules governing individual products as indicated by EUROSWITCH in the Customer Order Confirmation;
- (c) Products that have been repaired by the customer/buyer without EUROSWITCH's prior written authorisation;
- (d) any defects occurring due either to causes attributable to the customer/buyer or a third party, or resulting from errors or omissions or from any design or technical specifications required by the customer/buyer in the documentation provided to EUROSWITCH;
- (e) materials supplied by the customer/buyer or by any third party indicated by the customer/buyer;
- (f) design or drawing errors when such work is carried out by the customer/buyer or any third party indicated by the customer/buyer;
- (g) the use of equipment indicated or delivered by the customer/buyer or any third party indicated by the customer/buyer;
- (h) processing or handling operations carried out without EUROSWITCH's consent;
- (i) production errors when the process has been specified and validated by the customer/buyer;
- (l) incorrect, unauthorised, abnormal, atypical or special use of the product;
- (m) faulty storage, transport, preservation or handling of product;
- (n) product abnormal wear and tear or deterioration due to events attributable to the customer/buyer or any third party;
- (o) non-compliance with EUROSWITCH's recommendations, instructions or suggestions regarding product maintenance, storage or use.

#### **5. Testing procedures.**

It is the sole responsibility of the customer/buyer to verify, before use, that the Products purchased from EUROSWITCH comply with the technical specifications and are suitable for their intended use and field of application.

The customer/buyer is required to read and assess, with its own experts, the technical specifications of the Products and the statutory rules specified therein.

It is the sole responsibility of the customer/buyer to provide for all the type-approval tests, as well as all the product tests and inspections, including the lifetime tests, all the checks on product conformity with the technical specifications, the national and/or international standards applicable in the countries where the goods are delivered, and the technical and safety standards in force in the intended field of application, as well as all the certifications and anything else that may be required.

All the costs of the aforementioned operations shall be borne by the customer/buyer, and no responsibility can be attributed to EUROSWITCH if any defects are found at such a stage.

The customer/buyer is required and agrees to hold EUROSWITCH harmless from any liability regarding Products' non-compliance with the national and/or international regulations applicable in the countries where the goods are delivered and with the technical and safety standards in force in the field of application as well as with the intended use of the Products.

#### **6. Limited liability – maximum compensation – indemnity agreement**

**6.1** Notwithstanding what is otherwise envisaged in these General Terms and Conditions of Supply or otherwise provided for by laws, customs or whatever else, the maximum compensation owed by EUROSWITCH for damages caused to the customer/buyer due to the design and/or supply of defective and/or non-conforming products, including damages for any reason or cause deriving from EUROSWITCH's obligations for each individual product design and/or supply relationship established with the customer/buyer (by way of a non-limiting example, any special, direct or indirect foreseeable, incidental, occasional or punitive damages involving third-parties, including loss of profit or revenue or capital costs concerning third parties as well; trade and financial damages, as well as legal expenses, charges and/or penalties including those involving third parties; compensation in relation to infringement of intellectual property rights, discrepancies in Product quantity and/or quality, non-delivery and/or delayed delivery; widespread defects occurring before, during and after assembling, both at the customer/buyer's premises and in the field; product defects, including epidemic ones; downtimes, assembly, disassembly, transport, and materials expenses; third-party claims for personal injury, illness and death based on damages suffered due to Product defectiveness and any other compensation for any reason whatsoever claimed and in any case attributable to the Product design and/or supply relationship established between the Parties) shall never exceed the total net amount of the turnover of the individual order and/or the individual scheduled order recall into which the product causing the damage is included.

**6.2** The customer/buyer hereby agrees to accept the limitation of liability and maximum compensation envisaged under point 6.1 above in favour of EUROSWITCH and waives definitively and irrevocably any and all claims, rights and actions against EUROSWITCH for sums of value exceeding the maximum amount envisaged herein. The customer/buyer hereby undertakes and agrees to indemnify, release and/or hold EUROSWITCH harmless for sums in excess of the compensation limit set forth in point 6.1 above, which it will be called upon to indemnify for damages caused by the design and/or supply of Products and/or to anyone (customer/buyer's clients, third parties, etc.). The maximum amount guaranteed in this customer/buyer indemnity agreement in favour of EUROSWITCH may in no case exceed EUR50 (fifty) million.

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### **7. Intellectual and Industrial Property Rights**

It is the sole task and responsibility of the customer/buyer to verify that the Product that it intends to order from EUROSWITCH for designing and production is not covered by third parties' patents and/or other intellectual and/or industrial property rights. The customer/buyer shall make such a check at its own expense before ordering the design and/or production of the Product.

In any case, EUROSWITCH may not be held liable for the infringement of third-party intellectual and/or industrial property rights concerning the products sold to the customer/buyer, who shall be liable for such infringement and shall undertake to indemnify and hold EUROSWITCH harmless from any claim for compensation made by third parties for the infringement of intellectual and/or industrial property rights.

### **8. Price and payment conditions**

Product prices and payment terms are specified in the "Customer Order Confirmation" sent by EUROSWITCH to the customer/buyer and determined on the basis of minimum production batches and yearly volumes.

The prices stated in the "Customer Order Confirmation" may be subject to changes due to increases in the prices of components and/or raw materials, production, energy and transport costs, or in the case of quantities lower than the agreed minimum batches and/or volumes, or due to requests for software/hardware modifications/implementations.

In such cases, EUROSWITCH shall update the product price in line with the percentage change in the aforementioned costs and communicate the revised price to the customer/buyer, who shall pay it without being entitled to withdraw from the contract.

Unless otherwise specified in writing in the "Customer Order Confirmation", the prices are quoted EUROSWITCH ex-works, net of taxes, transport, customs and other tax charges.

Upon delivery of products, EUROSWITCH shall issue and deliver to the customer/buyer the relevant invoice containing:

- a) the list of products covered by the supply;
- b) the identification number of the purchase order sent by the customer/buyer and that of the corresponding Customer Order Confirmation sent by EUROSWITCH, as well as a reference to any price change notices that may have been sent in the meantime;
- c) the relevant transport documents.

The customer/buyer shall pay for the products at the price, in the manner and within the timeframe specified in the "Customer Order Confirmation" or in any subsequent communications sent by EUROSWITCH to modify the selling price due to increases in the cost of production and raw materials.

Any extra costs for the purchase of components in the event of difficulties in procuring them on the market, or any extra costs for the shipment of components to speed up product deliveries, shall be borne in full by the customer/buyer.

### **9. Diversion of employees**

The customer/buyer is firmly committed towards EUROSWITCH, both during and for a period of 5 (five) years following the termination of the business relations between the Parties, to refrain from directly or indirectly offering any employment opportunities to EUROSWITCH'S employees and/or collaborators and/or consultants, including external ones (both individuals and companies), including those not directly involved in the execution of this contract.

Any infringement of the aforementioned ban shall entail the obligation for the customer/buyer to compensate EUROSWITCH for any damages suffered.

### **10. Express termination clause**

EUROSWITCH is entitled to terminate the supply contract and cancel all outstanding orders with immediate effect, pursuant to art. 1456 of the Civil Code by sending a communication to the customer/buyer by registered letter with acknowledgement of receipt or by Certified Electronic Mail, as well as in the cases provided for and permitted by law and in the case of breach and/or non-fulfilment of these terms and conditions of supply on the part of the customer/buyer, including in case the customer/buyer is under winding-up, in state of insolvency, subject to insolvency proceedings, seizure or forced execution of its assets and in general any event reasonably suggesting that the customer/buyer is unable to fulfil its obligations under the supply contract.

### **11. 'No-Russia' clause**

**11.1** The customer/buyer agrees and undertakes not to sell, export or re-export, directly or indirectly, goods supplied by EUROSWITCH that fall within the scope of art. 12 octies of EU Council Regulation no. 833/2014 to the Russian Federation or for use in the Russian Federation.

**11.2** The customer-buyer shall use its best endeavours to ensure that the purpose of subsection 11.1 above is not undermined by third parties further down the supply chain, including any resellers.

**11.3** To this end, the customer/buyer shall establish and maintain an appropriate monitoring system to identify third-party conduct further down the supply chain, including possible resellers, that would nullify the purpose of subsection 11.1 above.

**11.4** Any breach of subsections 11.1, 11.2 and 11.3 above constitutes a serious and material breach of an essential element of the supply agreements with EUROSWITCH, which shall entitle EUROSWITCH to terminate without delay the supply agreements and claim compensation for all damages suffered, in addition to the right to activate the most appropriate remedies without ANY limitations whatsoever.

**11.5** The customer/buyer shall immediately inform EUROSWITCH of any problems in the application of subsections 11.1, 11.2 above and 11.3 above, including any third-party activities that might undermine the purpose of subsection 11.1.

**11.6** The customer/buyer shall make available to EUROSWITCH any information concerning compliance with the obligations set forth in subsections 11.1, 11.2 and 11.3 above no later than two weeks after a simple request for such information.

## **12. Dispute settlement and jurisdiction**

**12.1** Disputes relating to the existence, execution, interpretation, validity, non-fulfilment or termination of these General Terms and Conditions of Supply shall be settled solely by the competent court in Italy.

**12.2** EUROSWITCH and the customer-buyer hereby mutually agree that any dispute arising out of or in connection with these General Terms and Conditions of Supply, including any dispute relating to the existence, execution, interpretation, validity, non-fulfilment or termination thereof, shall be referred to the exclusive jurisdiction of the Court of Brescia (BS-Italy).

## **13. Applicable law**

These General Terms and Conditions of Supply are governed and shall be interpreted solely by Italian law.

The application of the Vienna Convention, as well as that of any other international treaty is ruled out, since these General Terms and Conditions of supply and all disputes relating thereto shall be governed exclusively by Italian law.

## **14. Personal data processing**

Pursuant to Legislative Decree 196/03 and European Regulation 679/2016, insofar as these regulations are applicable, EUROSWITCH and the customer/buyer hereby undertake - on the basis of a legitimate interest - to process the personal information that they have at their disposal (including information from their respective employees, collaborators and consultants relating to their business activities, and by way of a non-limiting example: company contact details, company position, location) solely for the purpose of fulfilling contractual obligations and legal regulations, as this processing does not require consent.

Both parties undertake, on their own behalf, to inform their employees of the processing necessary for the fulfilment of the obligations taken on by signing this contract.

Personal data shall be processed either manually or by electronic means, without being disclosed or communicated to anyone, except to public authorities that may request it by virtue of a reasoned measure and, for the purpose of exercising the right, including the right of defence, to experts, consultants and solicitors.

Personal data shall be retained for the duration provided for by the Aquilian Action statutory period pursuant to art. 2043-2051 of the Italian Civil Code, after which they shall be destroyed.

Data subjects shall be entitled to the rights set forth in Articles 12, 13, 15 to 22 of EC Regulation 679/2016, which they may exercise, either directly or through a proxy, by contacting the Data Controller at the registered offices of the companies involved as recorded in the Register of Companies and/or public registers containing the public administration's contact details.

Pursuant to art. 13 of EC Regulation 679/2016, Data Subject are entitled to contact the competent national data protection authority in order to exercise their rights.

For the purpose of ensuring effective possibility of exercising the data subject's rights pursuant to articles 12 subsection II, 15 to 22 of EC Regulation 679/2016, EUROSWITCH and the customer/buyer hereby undertake to cooperate without delay in order to enable the data subjects to exercise the rights referred to in the aforementioned legislation.

## **15 Final clauses**

**15.1** The original text of these General Terms and Conditions of Supply is written only in Italian and is the only original and binding text between the Parties.

**15.2** Notwithstanding the provisions set forth under point 15.1 above, the original Italian text of these general terms and conditions may also be translated by EUROSWITCH into other foreign languages for the sole purpose of facilitating the dissemination of the provisions contained herein among its customers and without this in any way impairing the exclusive validity of the Italian original text for the Parties hereto.

**15.3** These general terms and conditions supersede and replace any previous General Terms and Conditions of Supply posted on the EUROSWITCH portal or appearing in company documents and written or verbal communications between EUROSWITCH and the customer/buyer.

**15.4** Should one or more of the clauses contained in these General Terms and Conditions of Supply or in order confirmations be annulled or be declared null and void or ineffective according to law, the validity of the remaining clauses shall remain unimpaired.





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**15.5** Failure to exercise any of the provisions, rights or entitlements provided for herein shall neither prevent nor prejudice the right to subsequently enforce such provisions, rights or entitlements, or any other provisions, rights or entitlements granted by these general terms and conditions.

**15.6** All information relating to either party, the way in which the business is conducted, the products and in general any information known as a result of or during the relationship being established, is of a confidential and reserved nature and consequently may not neither be disclosed to third parties nor be used for purposes unrelated to the proper conduct of the business relationship.

**15.7** All licence rights relating to the production, marketing, sale and use of the products supplied to the customer/buyer, as well as anything that may in any way be discovered, invented and designed in the performance of the business relationship, are and shall be the exclusive property of EUROSWITCH.

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