

1. **Scope**
 - 1.1 All deliveries and services effected by us shall be governed by these General Terms and Conditions of Sale, Delivery and Payment exclusively. We do not acknowledge any terms to the contrary or any deviating terms used by the customer, unless such have been expressly approved in writing by us.
 - 1.2 Our General Terms and Conditions of Sale, Delivery and Payment shall apply only with respect to entrepreneurs.
2. **Offer, Order, Documents**
 - 2.1 Our offers are without obligation and are not binding unless they have been expressly stipulated in writing to be binding.
 - 2.2 Each order shall be governed by our acknowledgement of order in writing. If we do not send a separate acknowledgement of order the invoice and/or the delivery note shall be deemed to be an acknowledgement of order. If the customer has any objections as to the contents of the acknowledgement of order, he must oppose such acknowledgement of order in writing without delay. Otherwise the contract shall take effect in accordance with the acknowledgement of order.
 - 2.3 We unrestrictedly reserve all title and rights, including any intellectual property right, to all and any drawings, cost estimates and other documents. Upon request, these documents must be returned to us without delay and any potential copy immediately destroyed. In this respect, there shall be no right of retention. Without our prior consent, they shall not be copied by any form and/or disclosed to any third party.
3. **Delivery, Passing of Risk and of the Title, Collection**
 - 3.1 Deliveries shall be effected free carrier (EXW) in accordance with the applicable Incoterms, as amended. Unless otherwise agreed in individual cases, place of delivery shall be our factory in Camerano, Italy.
 - 3.2 If we select the type of shipment, the route or the shipping agent, we shall only be liable for gross negligence and willful misconduct in such selection.
 - 3.3 The risk shall pass to the customer upon delivery of the delivery item to the first person designated for shipment at the latest, whereby the commencement of the loading process shall be authoritative. Such shall also apply to partial deliveries and also if carriage paid is agreed in individual cases.
 - 3.4 If shipment or delivery of the delivery item is delayed due to circumstances for which we are not responsible, risk shall pass to the customer on the day the delivery item is ready for dispatch and we have informed the customer thereof.
 - 3.5 We shall have the right to effect partial deliveries and partial services as long as the remaining deliveries and services are effected within the agreed time period and if such is not unfeasible for the customer.
 - 3.6 If the customer is in default of collecting the delivery item we shall have the right to charge 0.25% of the amount of the net invoice of the delivery item to be stored as storage costs for each completed week. The customer may substantiate that we have incurred no damage or that the damage incurred is significantly lower than the lump-sum. We reserve the right to assert higher damages.
4. **Time for Delivery, Delay in Delivery**
 - 4.1 Any time periods and dates for delivery and service stated by us shall not be binding unless agreed in writing as binding. Dates agreed as binding shall also not be deemed fixed dates unless expressly designated as such in text form.
 - 4.2 The time period for delivery and service shall result from the agreements concluded in accordance with the acknowledgement of order. Compliance with such periods shall require that all and any commercial and technical issues have been clarified and the customer has fulfilled all of his obligations and, in particular, has submitted the documents which may need to be supplied and has effected any advance payment which may have been agreed. If this is not the case, the time period for delivery and service shall be reasonably extended.
 - 4.3 The time for delivery shall be deemed met if by this deadline the delivery item has left the factory or notice has been given that the delivery item is ready for dispatch.
 - 4.4 The time period for delivery or service shall be reasonably extended in the event of measures taken within the scope of labor disputes and in the event of unforeseen impediments beyond our control, to the extent that such impediments delay the completion or delivery of the delivery item or of the service. Such unforeseen impediments shall include but not be limited to natural disasters of any type or nature, fire, traffic accidents, hostage-taking, acts of terrorism, sabotage, power failures, storms and floods. This shall also apply if such circumstances occur with sub-contractors. Nor shall we be responsible for the aforesaid circumstances if they occur during an ongoing period of delay. In serious cases, we shall notify the customer of the beginning and end of such impediments without delay.
 - 4.5 If deadlines for delivery or service are not met, the customer shall only be entitled to withdraw from the contract if, once the deadline has been exceeded, the customer has granted us an adequate additional period while threatening to otherwise refuse acceptance of the delivery or service, and if such delivery or service has not been effected within such time period. Such shall not apply if we have seriously and definitely refused delivery or service or if there are special circumstances which, in exceptional cases, justify immediate withdrawal.
5. **Prices**
 - 5.1 Except for the provisions reported in section 5.2 below, the prices agreed as per acknowledgement of order shall be fixed and invariable. Unless otherwise agreed prices shall be free carrier and shall be exclusive of packaging, freight, insurance, customs and value-added-tax.
Packaging used for transportation (returnable packaging, reusable packaging), including but not limited to pallets, spacers, boxes and wire baskets, shall be charged at cost price.
 - 5.2 In the event of any cost increases arising between the conclusion of the contract up until the execution of the order which were unforeseeable to us, e.g. on account of an increase in labor or material costs, we shall be entitled to adjust the prices within the framework of the changed circumstances.
6. **Payment**
 - 6.1 Unless otherwise agreed in writing, payments shall be made to us without any deduction within 30 days of the date of the invoice.
 - 6.2 Bills of exchange and checks shall only be accepted as payment just when previously accepted by us in writing. Any discount charges and other bill charges shall be borne by the customer.
 - 6.3 We shall have the right to execute or provide deliveries or services still outstanding only against advance payment or the provision of security, if, after conclusion of the contract, we become aware of any circumstances which could either significantly diminish the credit standing of the customer or which jeopardize payment of our open claims owed by the customer from the respective contractual relationship. In such case, we shall also have the right to prohibit the resale and further processing of items delivered subject to retention of title.
- 6.4 We shall be entitled to demand interest on arrears at the statutory rate, however, at least 8 percent points above the base interest rate per year. If we are able to provide proof of higher damage caused by the delay we shall be entitled to assert such damage claim.
7. **Set-off and Retention**
 - 7.1 The customer may only offset counterclaims that are undisputed or recognized by a final and full judgement.
 - 7.2 The customer may only enforce a right of retention if his counterclaim is based on the same contractual relationship and is undisputed or recognized by a final and full judgement.
8. **Software and Customer-specific Integrated Circuits (ICs)**
 - 8.1 If software, customer-specific ICs and the related documentation and circuits are part of the deliveries and services, the customer shall be granted the non-exclusive, non-transferrable, revocable and not sub-licensable right of use for internal use by the customer together with the products for which the software and/or ICs have been delivered. Unless a specific license agreement has been concluded with us in writing, any other use of the software, ICs, circuits and the related documentation, e.g. together with the customer's own hardware or the hardware of any third party, shall be expressly excluded.
 - 8.2 We retain all and any other rights to the software, customer-specific ICs and the documentation and circuits including any copies and subsequent supplements thereto. The customer must ensure that such software, ICs and documentation are not disclosed to any third party without our prior written consent.
 - 8.3 As a matter of principle, copies may be made only for archiving purposes, as replacements or for troubleshooting. Transfer of source programs requires a specific written agreement. If the originals are marked with a copyright protection notice, such notice must also be added to the copies by the customer.
 - 8.4 Unless otherwise agreed the right of use shall in each case be deemed to be granted with the acknowledgement of order and delivery of the software, the ICs, the related documentation and circuits and any subsequent supplements.
9. **Defects**
 - 9.1 Upon receipt, the customer shall inspect each shipment for completeness and damage to the packaging. Any complaints must be sent to us in written form without delay and, in any case, not later than 8 (eight) days from the dispatch of the item. The customer shall ask the carrier to provide a factual statement.
 - 9.2 The customer undertakes to immediately inspect the delivery item and to notify us of any defects in written form without delay and, in any case, not later than 8 (eight) days from the receipt of the item. The obligation to inspect the delivery items and notify defects shall also include deviations in quantity and identity. In case of defects' notification, the customer shall also communicate the data relevant to the delivery item such as for example: product number, delivery note number, delivery date, number of acknowledgement of order, production date as well as a detailed description of the defect and the damage resulting therefrom. Upon our request, the customer shall be under the obligation to return the delivery item to which the notice of defect applies to us. In case that after our inspection no defects results, the delivery costs for collecting and returning the item will be charged to the customer.
 - 9.3 Effective as of the point in time of the obligation to give notice of defects in accordance with item 9.2 hereof the delivery item supplied by us and subject to the notice of defect must no longer be used for further processing or assembly; otherwise all and any claims for defect the customer may have shall no longer apply.
 - 9.4 In the event of a defect for which we are responsible, we shall be entitled to carry out subsequent performance and we shall be free to either remedy the defect or to deliver delivery items free of defects in replacement. Title to a delivery item replaced by us within the framework of subsequent delivery shall pass to us. The limitation period shall not commence anew on account of the subsequent performance. If we refuse to carry out subsequent performance, if the subsequent performance fails or cannot be reasonably expected of the customer, the customer shall be entitled to assert additional claims and may in particular demand the purchase price to be reduced or to withdraw from the contract.
 - 9.5 The delivery item shall be deemed free from defects if it complies with the agreed specification or – if such specification does not exist – with our technical drawing. Any modifications to the design and/or workmanship which neither affect the function nor the value of the delivery item shall be reserved and shall not constitute any defect. Any defects which do not or only insignificantly affect the value and/or fitness for use of the delivery item shall not constitute any claim for defects.
 - 9.6 The customer may not assert claims for defects in particular in the following cases: usual wear and tear, inappropriate or improper operation or use, incorrect assembly or start-up, inappropriate or improper storage, faulty or careless handling, improper maintenance, inappropriate equipment, inferior assembly work, unsuitable fields of application, chemical, electro-chemical or electrical influences; use against our product compendium; defects based on designs specified or determined by the customer or based on materials specified, determined or provided by the customer, including sample materials or also other items provided by the customer. In such cases, any claims for defects asserted by the customer can only be taken into consideration if the customer proves that the defects were not caused, either in whole or in part, by the aforesaid influences.
 - 9.7 If, in a particular case, we provide project support, such shall always be only within the scope of the overall system specified by the customer. We shall not assume any liability for this overall system even if we offer and deliver items with integrated functional safety.
 - 9.8 The limitation period for claims based on defects shall be 24 months from the date of delivery to you.
 - 9.9 The provisions stipulated in this paragraph on defects of delivery items and the respective requirement to give notice of defects shall apply to services provided by us accordingly.
10. **Liability for Software Defects**
 - 10.1 Following the respective notification of defects by the customer we shall remedy defects in the software supplied (programs, customer-specific ICs and the related documentation and circuits and other records) within a limitation period of 12 months from delivery. At our discretion, remedy will be effected by way of repair or replacement. The limitation period shall not commence anew on account of the subsequent performance. If we refuse to carry out subsequent performance, if the subsequent performance fails or cannot be reasonably expected of the customer, the customer shall be entitled to assert additional claims and may in particular demand the purchase price to be reduced or to withdraw from the contract.

10.2 By current technological standards software defects cannot be completely excluded. Therefore, the customer can only demand remedy of defects if and to the extent that the software delivered significantly deviates from the agreed specifications.

10.3 Our liability shall be excluded if:

- the minimum requirements regarding the customer's hardware and software environment as cited in the agreed specifications are not met;
- the software has been installed at the customer's on different hardware to the hardware cited in the agreed specifications without our consent, which must be provided in text form;
- different software to the software disclosed to us when agreement was made on the specifications has been installed on the same hardware or connected hardware of the customer on which the software is installed and the customer does not provide us with evidence that such different software has not caused any disruptions in the use of the delivery item and/or the software;
- the customer has modified the software without our previous consent in text form or if
- the customer does not use the Software as intended.

10.4 Unless otherwise stipulated herein we shall not be liable for any damage that has not originated in the delivered software itself; we shall in particular not be liable for loss of data or other consequential damage.

11. Industrial Property Rights, Copyrights

11.1 If use of the delivery item infringes industrial property rights or copyrights within Italy we will, at our expense and on the provision that the holder of the property right agrees, procure for the customer the right to make further use of the delivery item, or we will modify the delivery item in a way acceptable to the customer so that it no longer infringes the industrial property right. If such is not possible at conditions reasonable from an economic point of view or within a reasonable time period both the customer and we shall have the right to withdraw from the contract.

11.2 The rights of the customer described in item 11.1 above shall be deemed complete and shall only apply if:

- the customer informs us immediately and in writing of any property right or copyright infringements which have been asserted;
- the customer provides adequate support in our defense of the claims asserted and enables us to carry out the modification measures described under item 11.1 hereof;
- the infringement is not the result of an instruction given by the customer or if the infringement is not just the result of the customer's combining the delivery item with products or deliveries outside our scope of delivery and if
- the infringement was not caused by the fact that the customer has on his own authority modified the delivery item or used it in a manner contrary to the contract.

12. Damages

12.1 We shall be liable for damage caused by gross negligence and willful misconduct. We shall only be liable for slight negligence if such negligence results in the breach of fundamental contractual obligations and, in any case, our liability will be limited to direct damages and maximum to the delivery item's price. In all other respects, claims for damages asserted by the customer and relating to slight negligence shall be excluded, irrespective of the legal grounds such claims are based on.

13. Provision of Material

13.1 Items provided to us by the customer ("items provided") will, upon receipt, only be inspected by us with respect to identity and transport damage. Any damage detected by us will be notified by us within 10 working days. We shall have no further obligations to inspect the goods and give notice of defects.

13.2 We will use the customary care in storing and handling the items provided. They do not need to be stored separately, to be marked as items provided or to be insured.

13.3 The customer shall bear the exclusive overall responsibility with respect to us but also externally with respect to all and any third parties, in particular with respect to authorities, for design specified or defined by the customer or for material specified, defined or provided by the customer, including sample material and any other items provided.

13.4 Any processing clauses stipulated by the customer with respect to the items provided shall not apply.

14. Withdrawal, Taking back Delivery Items without Legal Obligation

14.1 We shall be entitled to withdraw from the contract, either in whole or in part, if the customer becomes insolvent, runs up excessive debt, discontinues his payments. In these circumstances, the customer shall give us permission to enter his business premises during normal business hours and to take possession of our delivery item.

14.2 A delivery item which we take back without any legal obligation to do so can, even if it is in perfect condition, only be credited at an amount not exceeding 80% of the invoice; special types or items made to order shall only be credited at their scrap value.

15. Retention of Title

15.1 We retain title to all items delivered until each and every claim we have against the customer on account of existing contracts has been paid in full.

15.2 If the customer is in default of payment or if it becomes apparent that our claims for payment are at risk due to the customer's difficult financial situation based on our retention of title we shall be entitled to take stock and claim the surrender of the items delivered. Under these circumstances, as early as with the present the customer grants us permission to enter his business premises during normal business hours and to repossess the delivery item.

15.3 The customer undertakes to handle the delivery item with due care. He also undertakes to adequately insure the delivery item, at his expense, at its replacement value against fire and water damage and against theft.

In the event of attachments or other third-party interventions the customer undertakes to notify us immediately thereof. The customer shall bear all costs which need to be incurred in order to ensure that such intervention discontinues and to ensure the recovery of the items delivered, to the extent that such costs cannot be collected from such third party.

15.4 Subject to admissible revocation for good cause, the customer shall be entitled to dispose of the items delivered within the framework of his ordinary course of business. In particular it shall not be permitted to pledge the items delivered or use them as security. The customer may only pass on items delivered that are subject to retention of title to the purchaser if the customer is not in default with respect to his obligations to us.

In the event of resale, as early as with the present, the customer shall assign to us all and any claims from such resale, in particular claims for payment, but also other claims relating to the sale, up to the total amount of our invoice, including value-added-tax.

Subject to our admissible revocation for good cause, the customer shall be entitled to collect the assigned claims on a fiduciary basis. Resale of the receivables within the framework of actual factoring shall be subject to our prior written consent. For good cause we shall have the right to notify third-party debtors of the assignment of claims also on behalf of the customer. Notification of the assignment to a third-party debtor shall end the customer's right to collect the debt. If the right to collect the debt is revoked, we can require

the customer to disclose to us the claims assigned as well as the debtors thereof, to provide us with all information required for collection, to hand over all relevant documents and to notify the debtors of the assignment.

Good cause within the meaning of the present stipulation shall include but not be limited to the customer being in default of payment, the customer having suspended his payments, in the event of insolvency proceedings having been initiated against him or in the event of evidence indicating an over-indebtedness or imminent insolvency of the customer.

15.5 Handling and processing of the delivery item by the customer shall always be undertaken on behalf of us. If the delivery item is processed together with other products which do not belong to us, we shall acquire co-ownership of the new product in proportion to the value of the delivery item (sum total of the invoice inclusive of value-added-tax) and the value of the other processed products at the time of processing. In all other respects, the provisions applicable to the delivery item shall apply to the new product created by such processing.

15.6 If the delivery item is inseparably combined, mixed or blended with other products not belonging to us, we shall acquire co-ownership of the new product in proportion to the value of the delivery item (sum total of the invoice inclusive of value-added-tax) and the value of the other combined, mixed or blended products at the time of such combining, mixing or blending. If the delivery item is combined, mixed or blended in such a way that the product of the customer is to be considered as the principal thing, as early as with the present the customer and we agree that the customer shall assign to us co-ownership of this product on a pro rata basis. The customer shall store the new product for us free of charge.

If the delivery item is combined, mixed or blended with movable products belonging to a third party in such a way that the product of the third party is to be considered as the principal thing, as early as with the present the customer shall assign to us his claim for remuneration against such third party, i.e. the amount proportionate to the invoice amount of the delivery item.

The new product created by combining, mixing or blending and/or the (co-) ownership rights to the new product to which we are entitled and/or which are to be assigned to us as well as the payment claims assigned to us shall serve as security for our claims in the same way as the delivery item itself.

15.7 If or to the extent that a retention of title or an assignment of claims is ineffective or unenforceable due to mandatory provisions of foreign law, the security corresponding to retention of title or assignment of claims applicable in this area shall be deemed as agreed. If, according to this, the assistance of the customer is required, he must take all steps necessary in order to establish and maintain the security.

15.8 The customer undertakes to make sure that any contract it will enter into with third parties in relation to the delivery items will allow us to implement and enforce our rights on retention of title provided in the present agreement.

16. Confidentiality, Publicity

16.1 Unless it can be substantiated that such information is in the public domain, all and any business or technical information disclosed to the customer by us or by a company affiliated to us shall be treated as confidential and may only be disclosed by the customer to any third party with our written consent, whereby such third party must also be bound to secrecy. The customer may only use such information for itself in connection with the order and/or the subsequent use of the item in accordance with the order. Upon our request, all and any information provided by us must be returned to us or be destroyed completely and without delay.

16.2 Information within the meaning of this agreement shall be all and any data, plans, programs, knowledge, expertise and know-how, irrespective of their type of recording, storage or transmission and also irrespective of whether such information has – expressly or tacitly – been designated as secret or confidential.

16.3 Without our written consent, the customer shall not be entitled to report on or advertise the collaboration with us or in particular to include us in its reference list or use our logo.

17. Rights to Consultancy and Development Results

17.1 If consultancy and development is also subject matter of the service provided we shall have sole entitlement to all and any rights to the results of such consultancy and development. This shall apply also and in particular to consultancy and development results which constitute patentable inventions.

17.2 For this purpose, the customer shall inform us about all and any results, also interim results, of the consultancy or development services and provide us with all necessary documents, records, prototypes etc..

17.3 To the extent that the consultancy and development results constitute patentable inventions, we shall have sole entitlement to apply for the property rights for such results in our name exclusively.

17.4 If the consultancy and development results are protected by copyright the customer shall assign to us the exclusive, irrevocable, gratuitous and transferable right, unlimited as to time, content and territory, to use the consultancy and development results, either in modified or unmodified form, for all types of use and to grant rights to third parties for all types of use at our discretion.

17.5 The customer undertakes to provide reasonable support in assigning, providing evidence of, obtaining validity for, registering and enforcing our rights and our title to all patents, copyrights and other intellectual property rights associated with creations and to all other rights granted and retained by us in all countries on account of the contractual relationship.

18. Transfer of Rights and Obligations

Any rights and obligations arising out of supply and service contracts shall not be transferrable to any third party. However, we shall have the right to pass on any rights and obligations from contracts on deliveries and services to be performed by us to our affiliated companies. An affiliated company for this purpose shall be a company directly or indirectly controlling us, directly or indirectly controlled by us or directly or indirectly under common control with us. Therefore, such affiliated companies shall not be deemed third parties within the meaning of these Terms and Conditions of Sale, Delivery and Payment.

19. Export

The sale, resale and the disposition of deliveries and services as well as of all and any technology or documentation associated herewith may be subject to Italian, EU or US export control law and the export control law of other states. Any resale to countries subject to an embargo, to denied persons or persons who use or may use the deliveries and services for military purposes, nuclear, biological, or chemical weapons or nuclear technology shall be subject to authorization. The customer declares that his order complies with these laws and regulations and assures that deliveries and services are not supplied to countries, neither directly nor indirectly, with export or import prohibitions or restrictions. The customer must, at his expense, obtain all and any licenses which may be necessary for use and export and/or import of the deliveries and services.

20. Jurisdiction, Applicable Law

20.1 Place of jurisdiction for all and any legal disputes arising out of the contractual relationship, its creation and effectiveness shall for both parties be the Court of Milan. At our option, we may also bring an action at the seat of the customer.

20.2 The contractual relationship shall be governed by the Law of Italy. The UN Convention on the International Sale of Goods (CISG) shall not apply.