

GENERAL CONDITIONS OF SALE

1. Scope of application

The "General Terms and Conditions of Sale" set out all the terms and conditions between Soprano S.r.l. and the Customer, unless expressly amended by special conditions confirmed in writing by Soprano S.r.l. itself.

2. Supply requests

Requests for supply shall be submitted to Soprano S.r.l. by Customers by letter, fax or e-mail.

No clauses and/or condition of purchase contained in the supply request issued by the Customer, shall be legally binding upon Soprano S.r.l. unless specifically agreed in writing by Soprano S.r.l.

3. Completion of the contract

Any response issued by Soprano S.r.l., in response to the request referred to in point 2 above, will not constitute a proposal for a contract within the meaning of Article 1326 of the Italian Civil Code and is, therefore, in no case binding upon Soprano S.r.l., but is purely indicative of Soprano S.r.l.'s willingness to supply the various products at current prices at the time the response is sent; it is, therefore, subject to changes, until confirmation of the response by the Customer and acceptance of these General Conditions of Sale

For each specific order, Soprano S.r.l., if it deems it necessary, will issue a written order confirmation which will be sent together with these "General Conditions of Sale" to the Customer. who must return them both duly signed. No legally binding contract exists until both documents have been received by Soprano S.r.l.

Any information or data on the characteristics and/or technical specifications of the products contained in catalogues, price lists or similar documents will be binding only to the extent that such data has been expressly confirmed in writing by Soprano S.r.l.

If an advance payment has been requested, in whole or in part, and has not been made within the timescale specified by Soprano S.r.l, Soprano S.r.l. shall have the right to treat the contract as terminated and shall have no liability to the Customer.

4. Delivery and shipping

Unless otherwise agreed, Soprano S.r.l. products, shall be delivered by courier. The costs of delivery are not include in the price and such costs shall be borne by the Customer.

5. Terms of delivery

Delivery dates cannot be guaranteed and, unless expressly agreed in writing, are an estimate only. Soprano S.r.l. shall have no liability to the Customer whatsoever for late delivery and the Customer shall not be entitled to make any deduction or withhold payment. Soprano S.r.l. reserves the right to make partial deliveries. In the event that partial deliveries are made, Soprano S.r.l. shall be entitled to invoice the Customer for those partial deliveries made pursuant to the terms agreed in the order confirmation.

The delivery of a smaller quantity of products than ordered does not release the Customer from the obligation to accept delivery and pay for the products delivered.

6. Repairs and return of goods

Any return of goods must be authorised in advance in writing by Soprano S.r.l..

No return, even if authorized, will be accepted if the document accompanying the goods does not contain the following information:

- a. authorisation number of the material return communicated to the Customer by Soprano S.r.l. (RMA form);
- b. delivery note or invoice number issued by Soprano S.r.l.;
- c. quantity and type of the returned product;
- d. reason for return.

Once authorisation has been obtained from Soprano S.r.l. (with RMA), the Customer shall ship the products to Soprano S.r.l.'s head office: all returned products shall be returned in original or suitable packaging and packaged in such a way that the product cannot suffer any damage, during its return.

Once the product has been received, Soprano S.r.l. will assess the possible existence of any deviations from what has

been agreed upon or malfunctions and will inform the Customer, at Soprano S.r.l.'s absolute discretion, whether the product should be replaced/repared under warranty, or not under warranty, with the relative costs charged. The Customer will give authorisation to proceed with the repairs/replacements not under warranty which shall be at the Customer's expense.

Products returned without justified reason will be returned to the Customer at the Customer's expense.

Under no circumstances will products tampered with, disassembled, regenerated, reassembled or used improperly be accepted.

7. Payment terms and conditions

All invoices must be paid to Soprano S.r.l. within the agreed terms, regardless of any anomalies occurring during the warranty period and the need for any testing.

Any disputes relating to invoices must be received by Soprano S.r.l. by registered letter with return receipt or P.E.C. no later than 8 days from the date of receipt of the product; otherwise, such disputes will not be taken into consideration and the invoices issued will be considered accepted by the Customer without reservation.

Any delays in payment will result in the charging of default interest at the legal rate increased by 3 (three) points.

No discounts are allowed unless expressly authorised by Soprano S.r.l.. The Customer is therefore not authorised to make any deduction from the contract sum.

If Soprano S.r.l. reasonably believes that the Customer cannot or does not intend to pay for the products on the agreed date, Soprano S.r.l. may make delivery of the products subject to advance payment of the same or the presentation of adequate payment guarantees.

8. Suspension of delivery and termination of contract

Soprano S.r.l. reserves the right to suspend deliveries if the Customer fails to make any payment its due date, is in default with respect to other contracts or, in general, is in default of any other obligation.

After the conclusion of the contract, should the Customer's economic conditions change as a result of repeated outstanding payments, promissory note protests, compulsory execution or bankruptcy proceedings initiated against the Customer, Soprano S.r.l., in addition to what is specified in the preceding paragraph (right to suspend supplies), reserves the right to terminate the contract with immediate effect and to notify the Customer of the forfeiture of the benefit of the term pursuant to art. 1186 of the Italian Civil Code, also requesting immediate payment of the overdue amount and of the invoices due.

9. Prices

Sales prices do not include VAT.

Neither reductions nor rounding off are accepted on invoice amounts.

10. Cancellation of orders and rescheduling

The Customer cannot cancel or vary the order without the prior consent of Soprano S.r.l..

For orders with scheduled deliveries, the rescheduling of deliveries must be agreed in advance in writing with Soprano S.r.l. In any case, written notice must be given at least 15 days before the first deadline.

Soprano S.r.l. will, in this case, have the right to charge an amount equal to 1.5% of the weekly value of the unused goods as a refund for the cost of immobilised material.

Irrespective of the provisions of these "General Conditions of Sale", it is understood that orders for special, customised products, or for products not included in the price list, unless faulty, must be considered non-returnable.

11. Warranty

Except in cases specifically indicated in writing and/or expressly qualified as subject to different regulations, Soprano S.r.l. guarantees that the products sold are free from material and manufacturing defects, issuing the following guarantees to its Customer:

- a. for electronic products manufactured by Soprano S.r.l. the warranty is 24 months;
- b. for mechanical products manufactured by Soprano S.r.l. the warranty is 12 months.
- c. for products distributed by Soprano S.r.l. the warranty is 12 months;
- d. for products regenerated by Soprano S.r.l. the warranty is 30 days.

The Customer must report in writing the existence of any damage or shortage on delivery of the products (transport damage or missing packages/products) within 24 hours from the date of receipt of the same. Late complaints will not be taken into consideration by Soprano S.r.l. and will have no effect whatsoever.

Soprano S.r.l. reserves the right to return to the Customer the amount relative to the sale price of the products (subject to their return) or, alternatively, it will have the right to repair or replace, at its total discretion, those products that Soprano S.r.l. itself deems to be affected by defects.

Soprano S.r.l. is not, under any circumstances, obliged to provide assistance or repair damage resulting from unforeseeable circumstances or where the damage has been caused by someone other than Soprano S.r.l.

In no circumstances whatsoever will Soprano S.r.l. be liable to the Customer's for financial losses including but not limited to direct, indirect or consequential losses, penalties, expenses, costs also for rework, loss of earnings suffered by the same or third parties, unless agreed in advance and in writing. In any event, to the extent permitted in law, Soprano S.r.l.'s liability shall be limited to the value of the product supplied to the Customer.

Any complaints or disputes regarding the products sold do not entitle the Customer to suspend, or in any case delay, payments due to Soprano S.r.l..

12. Force majeure

Soprano S.r.l. shall not be liable, except for gross negligence, for the non-performance of the Contract, and the Customer shall not be entitled to terminate the contract and/or claim compensation should this result:

- a. from causes not reasonably attributable to Soprano S.r.l.;
- b. the need to comply with laws, regulations, orders, acts or requests of the Authority;
- c. from actions or omissions of the Customer itself;
- d. from causes of force majeure, including but not limited to , fires, floods, bad weather, strikes or similar events, lockouts, closures or modifications of the factory, embargoes, pandemic, government action, wars, riots, delays or deficiencies in transport, inability to obtain delivery of the goods, by Soprano S.r.l.'s suppliers, within the agreed time or for other similar causes.

13. Confidentiality

Each party undertakes not to use and not to disclose, divulge and/or disseminate directly or indirectly to third parties any confidential information of the other party which it has become aware of during the performance of the contractual relationship between them.

14. Limitations of use

The products sold by Soprano S.r.l. must be used only and exclusively for the purposes indicated by the Company itself. These purposes, do not include the use of the products in systems of protection and/or support of human life, as well as the use in any area where a malfunction of the product sold by Soprano S.r.l. could cause damage to life, body and human health, or loss of large sums of money.

In the event that the Customer should use or resell the products purchased for one or more of the above purposes, he does so at his own and exclusive risk with all consequent liability.

In case of non-compliance, the Customer must keep Soprano S.r.l. absolutely indemnified from all damages (direct and/or indirect), costs and responsibilities that may arise from the use of the products in violation of this clause.

15 . Applicable law and Jurisdiction

These "General Conditions of Sale" are subject to Italian law.

The competent Judicial Authority for any dispute arising from the interpretation and/or application of these "General Conditions of Sale" will be exclusively that of the Court of Padua.

In any case, it is possible to resort to the mediation procedures provided for by Legislative Decree 28/2010 for the resolution of any disputes arising from the interpretation and/or application of these "General Conditions of Sale".

16. Integrity and modifications

These "General Terms and Conditions of Sale" consist of all the clauses that make them up. If one or more provisions of these "General Terms and Conditions of Sale" are considered invalid or declared invalid by the Judicial Authority,

the other provisions shall continue to have full force and effect.

Any agreement derogating from and/or supplementing the text of these "General Conditions of Sale" shall not be valid unless in writing and expressly approved by both parties.

17. Communications

Any direct communication from one party to the other relating to these "General Conditions of Sale" must be sent in writing (registered letter with return receipt or P.E.C.) to the registered office of the parties, where each of them elects its domicile.

18. Privacy Policy

Pursuant to the provisions of Legislative Decree 196/2003 and European Regulation 679/2016 (GDPR), Soprano S.r.l. guarantees that the Customer's personal data, subject to processing, will be stored and controlled through the adoption of appropriate and preventive security measures, so as 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 the data, unauthorised access or processing that is not permitted or does not comply with the purposes of collection. Soprano S.r.l. also guarantees that it has adopted the minimum security measures required by the same regulations.

Date _____

Customer Signature for acceptance _____

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code., the Customer specifically approves the following conditions in writing: 2 (Supply Requests), 3 (Completion of Contract), 5 (Delivery Terms), 6 (Return of Goods), 7 (Payment Terms), 8 (Suspension of Delivery and Contract Termination), 10 (Cancellation of Orders and Reprogramming), 11 (Warranty), 12 (Force Majeure), 14 (Limitations of Use), 15 (Applicable Law and Jurisdiction) and 16 (Integrity and Amendments).

Date _____

Customer Signature for acceptance _____