

GENERAL SALES CONDITIONS

1. SCOPE

These conditions govern relationships between OPTOELETTRONICA ITALIA S.r.l. and its customers. Whenever Buyer places an order with us or, at the latest, receives our goods or services, this shall be construed as acceptance of these General Sales Conditions. These conditions cancel or replace all the previous conditions in being between Buyers and OPTOELETTRONICA ITALIA S.r.l. concerning products supplied. Any additions, changes or departures from these conditions must be made in writing by persons with suitable contractual powers in order to be valid. Purchasing conditions of the Buyer are not binding for us.

2. PRICES PAYMENT TERMS AND RETENTION OF TITLE

Our prices are indicated ex works and do not include value added tax, freight or any incidental services. Prices indicated in our price lists shall be non-binding.

OPTOELETTRONICA ITALIA S.r.l. also reserves the right to change its price list. If the products that are the object of the contract contain precious metals or other materials the value of which is subject to sudden increases, then there is no time-limit for the adjustment of costs.

Our quotations are not binding, transactions and agreements are only binding once we have confirmed them in writing.

All payments are to be effected at the latest within 30 days of the date of invoice unless otherwise stated.

Payment terms and methods Invoices must be paid within the terms established in the order confirmation.

We shall retain title to any goods supplied by us until Buyer has completely paid the purchase price, ancillary charges and all other outstanding debts towards us.

Failure to make payment within the terms leads to:

The application of arrears interest equal to the official interest rate of the Banca d'Italia plus 5 points (five percent), without this affecting any other greater damage claims;

OPTOELETTRONICA ITALIA S.r.l. having the right to suspend or cancel any successive orders.

Deliveries may be suspended or interrupted at any moment if, in OPTOELETTRONICA ITALIA S.r.l.'s unquestionable judgement, the situation or the Buyer's commercial, economic or financial references do not offer suitable guarantees for fulfilling the obligations assumed with the receipt of the order acknowledgment.

In cases of breaches of liabilities on the part of the Buyer, in particular a default in payment, the Supplier is entitled to termination and to take back the goods. The taking back or assertion of the retention of title does not require termination by the Supplier. No termination of contract shall arise in these circumstances or on a seizure of the goods by the Supplier, unless the Supplier should have expressly declared this.

3. SHIPMENT

The risk shall pass to Buyer upon delivery of the goods to the forwarding agent or carrier, at the latest as soon as the goods leave the warehouse. This applies even if we deliver the goods to a site designated by Buyer with our own or another person's vehicle.

Shipment is made using couriers whose charges are then debited in the customer's invoice, unless different agreements and/or indications are made in writing. OPTOELETTRONICA ITALIA S.r.l. is not responsible for any losses, delays or damage during transport. All sales are understood to be for goods delivered onto vehicles ex-our warehouse.

4. PACKAGING

We reserve the right to charge for the costs of special packaging in addition to the cost of the standard packaging.

5. PRODUCT EXAMINATION, DELAYS AND FAILED DELIVERY

Buyer must examine the goods received and communicate any claims for goods not corresponding to what was agreed to OPTOELETTRONICA ITALIA S.r.l., exclusively in writing, within the term of 8 days from receiving the goods; failure to so invalidates the guarantee (according to the arrangements of article 1495 of the Civil Code). On the other hand, any product defects must be communicated within 8 working days of their discovery and before one year passes from delivery. Claims must be made in writing otherwise they have no contractual or legal value.

Disputed goods must be returned to OPTOELETTRONICA ITALIA S.r.l. headquarters for the necessary examination with all the transport and packaging costs sustained by the Buyer.

Goods may only be returned upon agreement with OPTOELETTRONICA ITALIA S.r.l. will not be accepted without the special return number and if not accompanied by "Notification of non-conforming material for repair / working"; shipments without the carriage paid will be rejected, unless authorised beforehand.

6. WARRANTY

The warranty period shall be 12 months from the passing of the risk. We shall not accept warranty for improper use follow our "Absolute Maximum Ratings" or alteration by Buyer or a third party, unless Buyer is able to demonstrate that these circumstances did not cause the notified defect.

Our warranty obligation shall at our option be limited to the supply of identical replacements, in terms of type and quality, or improvement. The warranty period shall not recommence to run again from delivery of replacements or improvement.

7. COPYRIGHTS AND PATENTS

The products sold by OPTOELETTRONICA ITALIA S.r.l. may be subject to patent, brand, copyright, or other industrial property rights. OPTOELETTRONICA ITALIA S.r.l. owns the copyright of its own catalogue, technical drawings, datasheet and other relevant documents that cannot be copied, either fully or in part without prior written permission from OPTOELETTRONICA ITALIA S.r.l.

8. TIME FOR DELIVERY AND DELAY

In case the execution of orders sent to OPTOELETTRONICA ITALIA S.r.l. is hindered or impeded by any cause due to force majeure that goes beyond the reasonable control of OPTOELETTRONICA ITALIA S.r.l. such as cases of acts of God, strikes, machine failures, fires, explosions, the reduction or suspension of electrical energy, natural calamities, etc.; or because of the impossibility to procure the materials, articles or services necessary for the execution of the contract, unless at higher prices, OPTOELETTRONICA ITALIA S.r.l. may delay execution of the order and in this case after the Buyer has been informed, this latter will have the right to withdraw his order without any sum being withheld or to cancel the order fully or in part and OPTOELETTRONICA ITALIA will not be held responsible for this delay or cancellation or in any other case of not being able to deliver. In any event, OPTOELETTRONICA ITALIA S.r.l. is not responsible for any direct or indirect damage.

9. PERSONAL INJURY

Our products are not to be used as safety or emergency stop devices, or in any other application where failure of the product could result in personal injury. We therefore decline all responsibility deriving from uses other than the declared use.

10. PERSONAL DATA MANAGEMENT

Personal data is managed using manual, computer and data communication means in ways so as to guarantee the security and confidentiality of the same.

Personal data is managed in the context of the normal commercial activities performed by OPTOELETTRONICA ITALIA S.r.l. according to purposes strictly connected and instrumental to the correct management of contractual relations. In this sense, conferring data to OPTOELETTRONICA ITALIA S.r.l. is necessary for the execution of the contract. Without this data any request or disposition by the Buyer cannot have any follow-up.

Personal data will also be managed for the normal economic activity of product promotion.

OPTOELETTRONICA ITALIA S.r.l. with headquarters in Gardolo (TN) Italy, via Vienna, 8 is responsible for this management.

11. COMPETENT COURT

Sole competent court for any dispute arising directly or indirectly from the above contract is Trento - Italy.

All contractual business is regulated by Italian legislation in force.

12. ALTERATIONS

OPTOELETTRONICA ITALIA S.r.l. reserves the right to alter its products to the end of technical improvement.