



GENERAL TERMS AND CONDITIONS OF SALE AND WARRANTY

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GENERAL TERMS AND CONDITIONS OF SALE AND WARRANTY

These General Terms and Conditions of Sale (hereinafter "General Terms and Conditions") govern all sales of products, as defined below, between FEDA Srl and each of its Distributors or Customers (hereinafter the "Customer").

I. APPLICATION

- 1.1 1.1 Unless otherwise agreed in writing between the parties, these General Conditions govern and form an integral part of all contracts of sale and supply of Products and Services to be stipulated between the Seller (FEDA Srl) and the Buyer/Customer.
- 1.2 1.2 These Conditions shall supersede and prevail over any terms and conditions contained or referred to in any other document sent by the Customer.
- 1.3 1.3 Any amendment to these Conditions will be valid and effective only if made in writing and signed by a legal representative of FEDA with the necessary powers.

2. OBJECT OF THE CONTRACT

FEDA undertakes to supply the Customer with the products referred to in the purchase order sent and accepted in accordance with the terms set out in point no. 3.

3. QUOTATIONS AND ACCEPTANCE

- 3.1 Each quotation made by FEDA does not constitute a binding offer of sale. FEDA reserves the right to withdraw or modify any quotation at its discretion (unless it is indicated as a binding offer) at any time before acceptance of the order placed by the Customer.
- 3.2 Orders shall be placed by the Customer by means of any form of written communication, including electronic transmission, by ordinary or certified electronic mail, or other suitable means, in writing.
- 3.3 Acceptance and completion of the Customer's order shall become effective only when the order confirmation is sent to the Customer, as well as with the completion of prepayment, where this is expressly provided for as a method of payment.
- 3.4 Once FEDA has received the signed order and the payment by Bank Transfer in advance (where applicable), FEDA will send the Customer acceptance of the order and the relevant terms of payment.
- 3.5 FEDA reserves the right to reject the order for justified reasons, notifying the Customer promptly. In any case, an order that does not contain the necessary information, or that is not sent within the terms stipulated herein, according to the instructions given by FEDA, may not be taken into consideration by the latter.
- 3.6 The Customer, by signing/accepting the order confirmation, unconditionally accepts both the conditions of sale and delivery cited therein and these General Conditions and undertakes to observe them in his relations with FEDA. After 3 working days from the reception of the order confirmation, without the Customer expressing his dissent in writing, the conditions of sale and delivery stated in the order confirmation sent to the Customer and these General Conditions are considered tacitly accepted.

4. TERMS AND CONDITIONS OF PAYMENT

- 4.1 The terms and conditions of payment are those contained in the order confirmation: payment of the invoices, unless otherwise agreed in writing, must be made in full in accordance with the terms and conditions stated in the order confirmation document sent to the Customer.
- 4.2 If payment is totally or partially delayed with respect to what has been agreed, the Customer is obliged to pay FEDA, on the sum due, default interest as provided for by European Directive 2000/35/EC.
- 4.3 In case the Customer is totally or partially late with a payment, F.E.D.A. can suspend any delivery in progress, terminate the relative contract and retain, as compensation and up to the amount of the damage suffered, any sum collected in advance, without any prejudice to the right to claim further damages.

5. DELIVERY, TRANSFER OF RISK and TRANSPORT COSTS

- 5.1 The delivery dates indicated in a quotation are to be considered purely indicative and not binding.
- 5.2 Under no circumstances can any delays, either in the delivery of products or in the performance of services by FEDA, give rise to claims for damages.
- 5.3 FEDA will deliver the products, "Ex Works" to Feda's warehouse in Italy. Any variation of the terms and conditions of carriage must be agreed in advance and accepted by FEDA.
- 5.4 Unless otherwise agreed, FEDA may partially dispatch the goods. Unless otherwise communicated in writing, FEDA will proceed with the invoicing of what has been delivered, even if partially.

6. ORDER CANCELLATION and RETURN OF PRODUCTS

- 6.1 Orders may be cancelled only and exclusively with the prior authorisation of FEDA. In any case, the request for cancellation must be received in writing no later than 10 calendar days after the order confirmation has been sent. The sums paid in advance by the Customer, if the cancellation of the order is authorised, will be returned to the same subject to determining, on a case-by-case basis, whether the Customer will be required to reimburse costs that have been incurred for the products ordered.
- 6.2 Return policy: the right to return goods may be exercised by the Consumer (a consumer is a person who is acting for purposes that are outside his or her trade or profession and is purchasing goods or services), pursuant to Directive 2011/83/EU, within a period of fourteen days starting: in the case of service contracts, from the conclusion of the contract or, in the case of sales contracts, from the moment when the consumer, or a third party other than the carrier and designated by the consumer, takes physical possession of the goods.
- 6.3 For all other cases in which the Consumer Code does not apply, such as sales between traders, and except in the case of an error on the part of FEDA regarding the type or quantity of the Products delivered, the Customer will have no right to return the Products purchased. However, in particular circumstances and at its total discretion, FEDA may evaluate any request for return by the Customer, exclusively on condition that
 - 6.4 - the return has been previously and expressly authorised by FEDA, following a written request to that effect from the Customer, which clearly specifies the type of product, the quantities for which the return is proposed, the number of the transport document, as well as the date and invoice number, and which is accompanied by suitable photographic and video documentation attesting to the condition of the goods being in like-new condition.
 - 6.5 - the products for which return authorisation is requested, at the time the request is made, have been withdrawn/delivered no more than 10 calendar days previously (in this regard, the date on the transport document shall be decisive);
 - 6.6 - the products are returned by the Customer free delivery to FEDA's registered office.

7. CONVENTIONAL WARRANTY FEDA & LEGAL WARRANTY

- 7.1 FEDA's conventional warranty covers manufacturing defects and is valid:
 - for 12 months from the sale of the product on all mechanical and magnetic components.

**7.2 The matter of the legal after-sale warranty is regulated as follows:**

for Professional Customers, to whom Directive 1999/44/EC (applicable only to contracts concluded between a "seller" and a "consumer" and not to contracts concluded between professionals/companies) does not apply, a 1-year warranty is provided for manufacturing defects in the purchased products and a time limit of 8 days from delivery is set for reporting defects in the purchased item to the seller (right of withdrawal excluded, see point 6). In addition to the legal warranty of 1 year, there may also be additional conventional guarantees, recognised by other manufacturers, for all those products on which FEDA exercises a mere resale action and for which reference should be made to the relevant guarantee conditions established by the manufacturer other than FEDA.

7.3 The warranty for all products is recognised with free delivery to the Distributor headquarters and operates from the date of sale of the equipment.

7.4 FEDA's warranty gives the right to free repair or replace, to be carried out at FEDA's headquarters or at one of its approved repairers.

7.5 Without prejudice to the obligation to examine the packing of the products at the moment of collection or delivery and to report immediately any defects in the packing and/or shortage, the Customer is obliged to report to FEDA, under penalty of forfeiture, the existence of any defect in the products within 8 days from their delivery, supplying in writing all the data necessary to identify the defective products, the date and place of delivery, as well as photographic and video documentation attesting to the condition of the goods.

7.6 FEDA undertakes to repair faults and replace any defective parts free of charge. However, FEDA will not be liable for faults caused by improper use of the equipment or due to the Customer's negligence/ inexperience, i.e. related to an use of the equipment that is not expressly covered in the user's manual.

7.7 The warranty is invalidated if the equipment is used in a way that does not comply with the instructions given in the user's manual, or if it is repaired, modified, tampered with by personnel not expressly authorised by FEDA, or if non-original spare parts are used. The warranty also does not cover damage resulting from normal wear and tear due to the use of the equipment or damage resulting from its improper storage or use. Consumables and wear parts are excluded from the warranty.

8. TERMINATION

In the event of a breach by the Customer of his obligations, the above terms and conditions of sale shall be terminated as of right: any sum owed by the Customer to FEDA shall become immediately due and payable, and FEDA shall be released from any further obligation to supply the products.

9. APPLICABLE LAW and COMPETENT COURT

9.1 The sales contract governed by these General Conditions shall be governed by Italian law, excluding the application of the United Nations Convention of 1980 on Contracts for the International Sale of Goods (Vienna Convention).

9.2 Any dispute arising between the Parties in connection with the General Conditions and the sales governed by them shall fall under the exclusive jurisdiction of the Court of Milan (Italy).