

## GENERAL TERMS AND CONDITIONS OF SALE

- 1) **GENERAL RULES** - *The conditions of sale set out below are applicable to all goods supplied and/or services rendered by Gestecno s.r.l., unless otherwise agreed between the parties. Any additional conditions proposed by the buyer are hereby rejected and will not be binding in any way on the seller.*
- 2) **OFFERS, ORDERS AND CONFIRMATIONS** - *The offers issued by Gestecno s.r.l. are presented for informational purposes only and are not binding. Gestecno s.r.l. assumes binding commitments only after sending the order confirmation, with the terms, methods and limits indicated therein. The order confirmation takes effect only after the Customer has respected all the technical and economic conditions indicated.*
- 3) **DELIVERIES** - *Acceptance of the goods is considered final with delivery made directly to the Customer or to one of his representatives or, in the case of shipping, to the forwarder. It is therefore intended that the person in charge and/or the freight forwarder act as agents of the Client. The delivery terms are indicative and not binding and are subject to those unforeseen events that may preclude, hinder or delay the normal production process, for which Gestecno s.r.l. reserves the right to extend the terms or to partially or totally terminate the contract if necessary due to a case of force majeure. In the latter case, Gestecno s.r.l. cannot be held responsible for failure to comply with the agreed conditions. The delivery terms start from the date of receipt of the duly signed order confirmation, complete with all the data necessary for processing. The delayed delivery of accessories that do not prevent the full use of the instrumentation does not constitute a cause of delay. Delivery times always refer to working days or weeks. In the event of termination of the contract, the seller can only be required to repay any sums received, excluding any further form of compensation for damages.*
- 4) **SHIPMENTS** - *The goods travel at the customer's risk even if the transport is free of charge. Any complaint by the Customer regarding irregularities in deliveries must be presented to the carrier, according to the procedures established by law.*
- 5) **PRICES AND PAYMENTS** - *Prices are for goods delivered from our warehouse, excluding VAT and are calculated based on the updated or current costs at the time of order confirmation. The payment conditions are those set out in the order confirmation and any disputes regarding the supply do not authorise the Customer to delay payments. Commercial interest on late payments will begin to accrue from the payment due date.*
- 6) **TESTS AND SERVICES** - *Testing by the Customer's representatives may be carried out provided it is requested in the order. Any special tests and trials, carried out internally by our staff or carried out by Accredited Bodies, must be defined at the order stage and are considered to be the responsibility of the Customer. Upon request, at the rates in force, services can be provided by our technical staff for assembly, calibration, commissioning, testing, maintenance, etc. Unless specifically mentioned in the offer, the provision of such services is not included in the price of the goods.*
- 7) **WARRANTY** - *Gestecno s.r.l. guarantees that its products are free from defects with regard to materials and their use, under normal conditions of use and service, for a period of 12 months from the date of delivery of the product. The Gestecno s.r.l. guarantee does not cover defects resulting from improper use of the products, incorrect installation or installation carried out by unqualified personnel. In drafting the manuals, the greatest possible caution was used; however, Gestecno s.r.l. does not assume responsibility for any omission or error in the documentation nor for any damage or loss resulting from the use of the products according to the information contained in the manual. Furthermore, Gestecno s.r.l. is exempted from any liability if the defects are due to events of force majeure. Warranty requests must be received within the applicable warranty period and Gestecno s.r.l. can ascertain the validity of the warranty conditions only if the defective product is returned to the latter for appropriate checks and analyses, accompanied by the return form issued by Gestecno s.r.l. and appropriately filled out in all its parts. In any case, the costs of transporting the goods are borne by the customer. Once the defect has been ascertained, Gestecno s.r.l. may, at its discretion, offer a part of the price as a refund or replace the product entirely or repair the non-functioning component. Any repair carried out without the written consent of Gestecno s.r.l. will render this warranty invalid. It is understood and acknowledged that the manufacturer's liability, whether arising in contract, breach of contract, warranty, negligence or otherwise, shall not exceed the value of the purchase price of the defective instrument paid by the buyer and the seller is in no circumstances liable for indirect special damages or consequential. Gestecno s.r.l. in no case assumes responsibility for damage to people or things caused by incorrect functioning of the instrument. Gestecno s.r.l. is not responsible for damage or loss caused to other instruments, whether direct, indirect, incidental, special or consequential, which the buyer may suffer as a result of the installation or use of the product. Under no circumstances will Gestecno s.r.l. reimburse the applicant for losses incurred during the removal and/or installation of the instrumentation.*
- 8) **MODIFICATIONS AND CANCELLATION** - *In case of order modifications involving changes to the technical specifications, Gestecno s.r.l. reserves the right to change delivery terms and prices. The parts already manufactured will be regularly invoiced and will be the property of the Customer. In case of order cancellation, Gestecno s.r.l. reserves the right to charge the Customer up to 70% of the value of the cancelled order, according to the progress achieved in production on the date of receipt of the cancellation. All partial payments made in advance will be retained as compensation in the event of order cancellation.*
- 9) **RETURN OF GOODS** - *Should the Customer express the intention to return the goods, the acceptance of the return of the products, provided that they are in an appropriate condition and that they were originally purchased from Gestecno s.r.l. is at the total discretion of Gestecno s.r.l.. In this case, management costs equal to at least 30% of the value of the goods being returned will be applied to the Customer. Gestecno s.r.l. reserves the right to refuse the return of the goods in any case.*
- 10) **COMPETENT JUDICIAL AUTHORITY** - *The Court of Macerata is competent judicial authority for any possible controversy or dispute relating to these Conditions.*