

TERMS AND CONDITIONS OF SALE

Introduction

These Terms and Conditions of Sale exclusively regulate the Business to Business (B2B) sales contracts of products and services, concluded between SACE S.r.l. and Customers, including those through the Website, according to the terms and conditions set out below.

The Terms and Conditions of Sale are divided into Sections 1 and 2, respectively dedicated to the offline or traditional sales between SACE S.r.l. and Customers and the online sales through the Website and Section 3 on the common provisions applicable to both types of sales.

The updated Terms and Conditions of Sale are published on the Website www.sace-srl.com and can be consulted and downloaded by the Customer.

Definitions

"SACE": SACE S.r.l. single-member limited liability company, with registered office in Borgonuovo di Sasso Marconi (BO), Via Cartiera no. 154, Tax Code 01698441209 and VAT no. 01698441209 Economic and Administrative Index no. BO364057, share capital € 100,000.00, e-mail sales@sace-srl.com; PEC: sacesrl@pcert.postecert.it (hereinafter: SACE);

"Customer": a legal entity that, for its own entrepreneurial or professional purposes, purchases Products/Services from SACE;

"Parties": SACE and the Customer, where indicated jointly;

"Offer": the commercial offer of the Products issued by SACE and addressed to the Customer;

"Order": Order for the purchase of Products issued by the Customer and addressed to SACE; in the case of online sales through the use of the order procedure indicated on the Website;

"Order Confirmation": Written confirmation of the Order issued by SACE and addressed to the Customer; in the case of online sales, it is the e-mail from SACE addressed to the e-mail account communicated by the Customer, containing confirmation of receipt of the Order;

"Contract": shall mean, depending on whether the sale is off-line or alternatively on-line, respectively (i) the

agreement between SACE and the Customer consisting jointly of the Offer, the Order, the Order Confirmation and these General Terms and Conditions of Sale and/or (ii) the agreement between SACE and the Customer consisting of these General Terms and Conditions of Sale, the Order including the particular terms and conditions of sale chosen by the Customer in the Online Shop as well as the Order Confirmation

"Products": the Products advertised and marketed by SACE directly and/or through the Website;

"Services": any ancillary service offered by SACE to the Customer in connection with the sale of Products;

"Website": the website www.sace-srl.com owned exclusively by SACE;

"Shop on line": SACE's e-commerce site that can be reached at the address www.sace-srl.com/shop where the Customer can make purchases.

Section 1 - General Terms and Conditions of Off-line or Traditional Sale

1 Scope

1.1 Section 1 of the General Terms and Conditions of Sale is dedicated to the General Terms and Conditions of Off-line or Traditional Sale (hereinafter: Conditions) that exclusively govern all sales contracts (B2B) of Products and Services concluded between SACE and Customers unless otherwise agreed in writing between the Parties.

1.2 Any amendment or modification of these Conditions shall not be effective between the Parties unless previously approved in writing by SACE.

1.3. SACE reserves the right to modify the content of these Conditions at any time and without prior notice.

1.4 In the event of any discrepancy between the Conditions and any special conditions expressly agreed upon in writing between SACE and the Customer, the latter shall prevail.

1.5 The Customer acknowledges and accepts that any contractual terms and/or general conditions prepared

by him shall not apply to his contractual and commercial relations with SACE, even if they are referred to and/or mentioned in any document or communication exchanged between the Parties.

2 Conclusion of the contract

2.1 The Offer is a proposal for the purchase of Products/Services sent by SACE to the Customer.

2.2 The Offers sent by SACE to the Customer do not entail any commitment, liability or obligation involving SACE and shall be deemed valid solely for the date specified on them and exclusively for the supply of products listed in the quote.

2.3 The Offer will cease to be valid if acceptance is not received by SACE from the Customer within the terms stated therein and undersigned in each relevant part.

2.4 These General Conditions apply to the Offer and are deemed accepted by the Customer with the acceptance thereof.

2.5 The Order constitutes acceptance of the proposal for the purchase of the Products/Services and it must be transmitted in writing by the Customer to SACE, dated and duly signed by an authorized person, and must be printed on the Customer's letterhead paper.

2.6 These General Conditions form an integral and substantial part of the Contract concluded with the Customer.

2.7 When filling out an Order, the Customer must indicate the name of the person authorized to collect the goods from SACE's headquarters, its bank details and its VAT number, for issuance of the accounting documents for receipt of delivery and payment.

2.8 By issuing the Order, the Customer agrees to the purchase irrevocably, unless SACE rejects the Order as non-compliant in its form or contents with the provisions of these General Conditions.

2.9 The Agreement between SACE and the Customer is concluded upon receipt of the Order transmitted by the Customer to SACE that complies with the contents of the Offer and the provisions of these General Conditions.

2.10 The Order Confirmation transmitted by SACE to the Customer confirms the conditions stated in the Offer and accepted with the Order.

3 Documentation relating to the Products

3.1 Any information relating to the Products (for example, information on use/application, technical data, drawings, illustrations resulting from catalogues, advertising or the Company's website) and the relative documentation, in whatever form made available, shall not be binding for SACE unless expressly mentioned as such in the Offer and in the Order Confirmation.

3.2 The Customer expressly agrees not to use the information and documentation relating to the Products for reasons other than those provided for in the Supply Agreement, which remain the property of SACE and which the Customer may not deliver to third parties or reproduce without written authorization from SACE.

3.3 SACE may modify the Products at any time as it deems necessary and appropriate, informing the Customer of such modifications.

4 Prices and terms of payment

4.1 The purchase prices are those indicated in the Offer and in the Order Confirmation issued by SACE.

4.2 Unless otherwise agreed in writing between the Parties, all prices are intended with delivery ex SACE warehouse (Exw Incoterms 2020).

4.3 Unless otherwise agreed in writing between the Parties, payments must be made by the Customer within the terms and procedures specified in the Offer and in the Order Confirmation issued by SACE.

4.4 In the event of delay, the Customer shall be obliged to pay interest on arrears, which shall be charged as of right and without the need for formal notice, at the rate provided for by Italian Legislative Decree no. 231/2002 and subsequent amendments and additions, in addition to the bank charges incurred, without prejudice to SACE's right to claim compensation for greater damages and termination of the contract pursuant to Article 7.1 below.

4.5 Any disputes that may arise between the Parties do not release the Customer from the obligation to comply with the payment terms and conditions indicated in the Offer, in the Order and the Order Confirmation.

4.6 SACE will not accept orders for an amount lower than Euro 155.00 net.

4.7 SACE reserves the right, by notifying the Customer one month prior to delivery, to change the price of the Products in consideration of any increase in costs due



to any factor beyond SACE's control, including but not limited to: foreign exchange fluctuations, currency regulations, changes in customs duties, significant increases in the cost of materials, raw materials or labour or any change in the delivery terms of suppliers.

5 Delivery terms

5.1 Unless otherwise agreed in writing between the Parties, the delivery terms start from the date of issue of the Order Confirmation. If the Customer has to pay part of the price by way of down payment, the delivery terms shall start from the date of payment.

5.2 The delivery terms shall be deemed extended by right in the following cases:

- a) if the Customer does not provide the data or materials necessary for the supply in due time or requests variants during execution or delays in responding to the request for approval of the drawings or executive diagrams;
- b) if causes beyond SACE's control, including delays by subcontractors, prevent or make excessively burdensome the delivery within the established terms;
- c) in the event of force majeure, including but not limited to strikes, currency crises, earthquakes, fires, floods, war, embargo, military mobilization, insurrection, breakdown of essential machinery or equipment and, in any case, events beyond the reasonable control of SACE.

SACE shall in no case be held responsible for non-delivery or delayed delivery of the Products due to force majeure that prevents or makes excessively burdensome the delivery of the Products within the established terms. The Customer shall not be entitled to submit complaints to SACE, nor to claim for damages.

5.3 If the Customer fails to pay for other supplies, the starting date of the delivery terms is suspended and SACE may delay deliveries until the Customer has paid the amounts due; as an extreme case, SACE may cancel the Contract.

5.4 If the Customer does not accept the agreed delivery when the goods are ready, he shall pay as if the Products had been delivered.

5.5 If the Customer fails to take delivery of the Products for reasons for which he is responsible or, in any case,

for reasons beyond SACE's control, the Customer shall bear the risks and costs of their storage.

5.6 In the event of termination of the relationship, the Customer undertakes to collect unconditionally the goods in progress or stock, in the quantities previously agreed with SACE, within 90 days following termination of the relationship or modification of the technical parameters or withdrawal from the contract.

After these terms, SACE shall be entitled to ship the material until stocks are exhausted and to demand payment for the Products delivered.

6 Shipping, packaging and transfer of risk

6.1 Unless otherwise agreed in writing between the Parties, the supply of Products is intended Ex Works SACE (Exw Incoterms 2020), even when it is agreed that the shipment is entirely or partly handled by SACE.

6.2 Shipments carried out carriage forward are always carried out at the Customer's risk; in this case, any claims for tampering or shortage of Products must always be addressed directly by the Customer to the carrier or forwarding agent in charge.

6.3 In the absence of instructions from the Customer, we decline any and all responsibility both for the choice of means of transport and for the rates applied by carriers and forwarding agents.

6.4 If it is agreed that the costs of transport are to be borne, even partially, by SACE, the choice of the means of transport will depend solely on SACE; if the Customer wishes a different means of transport, the higher costs will be borne by the same.

6.5 Any transport insurance will be carried out only at the Customer's request in his name and at his expense.

6.6 SACE will provide for the packaging of the Products in accordance with its commercial practice. Special packaging or delivery instructions requested by the Customer will have to be agreed upon between the Parties and the relative costs will be invoiced separately to the Customer.

6.7 Unless otherwise agreed in writing between the Parties in the Offer or the Order Confirmation, the risk and liability for damage to or loss of the Products shall be transferred to the Customer (Exw Incoterms 2020) with the delivery of the Products to SACE's warehouse.



7 Express termination clause

7.1 The Contract may be terminated, pursuant to Article 1456 of the Italian Civil Code and with immediate effect, by notification by registered letter with acknowledgement of receipt or PEC by SACE if the Customer:

- 1) omits or delays the payments due;
- 2) delays or fails to take delivery of the Products within the terms provided for in Article 5;
- 3) fails to comply with the obligations provided for in Articles 3.2 and 22;
- 4) goes into liquidation or is subject to any insolvency procedure.

7.2 Following termination of the Contract pursuant to Article 7.1 above, any sum owed by the Customer to SACE under the Contract will become immediately due.

8 Withdrawal

8.1 If the Customer reduces the guarantee offered at the time of entering into the Contract or fails to provide the guarantees promised, SACE has the right to withdraw from the Contract without notice.

Section 2 - General Terms and Conditions of Online Sale

9 Scope

9.1. This Section 2 of the Terms and Conditions of Sale is dedicated to the General Terms and Conditions of Online Sale, which exclusively regulate all sales contracts (B2B) carried out at a distance, by means of telematic network, through the Online Shop and related to the Products described, offered for sale, advertised and marketed therein.

9.2 The online sale of the Products is governed not only by these general terms and conditions but also by the special terms and conditions of sale indicated by SACE in the Online Shop and chosen by the Customer on a case-by-case basis (which, by way of example, may concern price, payment methods, transport, type of product, etc.), which must be indicated and confirmed by SACE in the Order Confirmation.

9.3 SACE shall be free to update, integrate or amend these Online Terms and Conditions of Sale, with effect for sales concluded after publication on the Site/Online

Shop of the new version of the Terms and Conditions of Sale of which they are an integral part, such publication constituting notice of the amendments.

9.4 The Customer is informed that the Terms and Conditions of Sale are published on the Site/Online shop and agrees to SACE sending a link to consult them by e-mail.

10 ONLINE registration procedure for e-commerce sales

10.1 These General Terms and Conditions of Sale must be examined by the Customer before each purchase and are understood to be fully known and unconditionally accepted by the Customer by marking the flag in the relative field "*I declare that I have read, understood and accepted the general terms and conditions of online sale*" and the specific approval flag of the vexatious clauses, pursuant to Articles 1341 and 1342 of the Italian Civil Code, inside the purchase area of the Products in the Online Shop after the Customer has registered in the Online Shop, in addition to creating the Customer's personal credentials (user name and password), which will be communicated to him by e-mail, to be entered subsequently in the appropriate fields before each purchase.

10.2 The Customer acknowledges that SACE shall not accept orders forwarded (i) by subjects that are not registered according to the procedure defined above (ii) by subjects that are not B2B Customers as defined above (iii) by ordinary e-mail from Customers without their prior registration in the Online Shop.

10.3 The Customer undertakes not to give the aforesaid credentials to third parties and to keep them with the utmost care and diligence, remaining solely responsible for their safekeeping and use.

10.4 The Customer, therefore, as of now, accepts all orders sent to SACE with the Customer's identification code and password as its own, as well as the invoice that will be issued with the data entered by the Customer.

10.5 In case of loss of credentials, the Customer can retrieve them independently by clicking on "*Forgot your password?*".

10.6 The Customer remains solely responsible for the correctness and completeness of his identification data and, in any case, of any data entered in the registration



area and the Product purchase area, excluding any liability of SACE. In particular, the Customer agrees to receive communications relating to purchases made in the Online Shop at the e-mail address indicated in the registration area.

10.7 SACE may ask for a Chamber of Commerce certificate or other equivalent document in order to determine the Customer's exact identity.

10.8 SACE shall not be liable for any information, documents and materials entered by third parties in the Site and/or in the Online Shop, even if such contents are made available to the Customer as part of an advertising service offered by SACE.

11 Conclusion of the online sales contract

11.1 In order to purchase the Products in the Online Shop, the Customer must log in by entering his personal credentials and must diligently and scrupulously follow the instructions and procedures described in the Online Shop and these General Terms and Conditions of Sale.

11.2 During the purchase procedure, the Customer shall be required to read the following information and conditions published in the Online Shop:

- 1) characteristics of the Products, described in the individual product sheets;
- 2) price of the Products, with details of taxes, possible shipping costs and any other cost;
- 3) methods and terms of payment of the purchase price of the Products;
- 4) availability of the Products;
- 5) any other information published in the Online Shop.

11.3 SACE shall describe and present the Products in the Online Shop as fully and transparently as possible. The Customer acknowledges and accepts that there may be incompleteness, inaccuracies or minor differences between the photographs and descriptions of the Products in the Online Shop and the Products delivered.

In particular, the Customer acknowledges and accepts that photographs and/or films of the Products published on the Site and/or in the Online Shop are for illustrative purposes only.

SACE may eliminate and/or replace the Products described in the Online Shop at any time and without

prior notice and may make technical and aesthetic improvements that are not substantial and do not deteriorate the quality of the Product.

The Customer has the right to access the Online Shop exclusively for consulting and purchasing the Products, since any other use of the Online Shop or its content, which are protected by industrial and/or intellectual property rights, is not permitted, as better specified under Article 22 below.

11.4 The Customer may correct the Order before placing it through the technical means available in the Online Shop to detect and correct errors, or may abandon the Order by leaving the Online Shop without placing an Order.

Orders can be placed in Italian and English.

The Sales Contract of the Products in the Online Shop shall be considered concluded when the Customer clicks on the field "*I confirm my order*" (which configures acceptance of the offer made to the public by SACE in the Online Shop), at the end of the purchase procedure.

11.5 Upon receipt of the Order, the Customer will receive an e-mail from SACE summarizing the order. Such summary e-mail will contain the order number, the date and time the order was placed, the type, quantity and price of the Products purchased, taxes, any shipping costs and any other costs, the terms and address of the place of delivery of the Products, the invoicing address and the link to the Terms and Conditions of Sale and the privacy policy, pursuant to Article 13 GDPR published on the Site.

The Customer undertakes to verify the correctness of the data relating to the Contract contained in the summary e-mail and to notify SACE of any corrections within one hour.

This is without prejudice, in any case, to SACE's right not to execute the Customer's order if, as a result of checks carried out after receipt of the order, there are late payments or other defaults by the Customer relating to previous orders; SACE will inform the Customer of such suspension by written communication in the forms provided for by this Contract, informing the Customer that the suspension will continue until the Customer's debt position has been settled.



11.6 The Order will be filed in SACE's database in the "my orders" section from which the Customer can access the history of the orders placed.

11.7 The Customer acknowledges and accepts that the availability of the Products sold in the Online Shop refers to the actual availability at the time the Customer makes the purchase. Such availability must be considered indicative because, due to the simultaneous operation of several Customers in the Online Shop, the same Products could be purchased at the same time by other Customers, as SACE does not have the means to prevent this eventuality. In this case, the Products will be purchased by the Customer whose order is processed first by the Online Shop system.

In such a case, SACE will inform the Customer, whose order has been registered second, by e-mail as soon as it discovers that the Products are totally or partially missing and the Customer may withdraw from the sales contract within 14 (fourteen) days from the receipt of the aforesaid e-mail, by means of a written notification sent by registered letter with acknowledgement of receipt, PEC or FAX, with the obligation for the Customer to return, at its own expense, any Products already received and the obligation for SACE to reimburse any amount received by the Customer, without any acknowledgement of damages or compensation whatsoever in favour of the Customer.

12 Delivery

12.1 The delivery of the Products will take place according to the terms and conditions indicated in this article.

12.2 In Italy, the Products may be shipped by courier or Exw (Incoterms 2020): in the first case, the cost of the Order's shipment will be automatically calculated in the shopping cart, in the second case the costs will be zero and the Customer may collect the Products directly on the date communicated by e-mail or by telephone by Customer Service at Sace's premises/warehouse.

12.3 Deliveries in Europe will be made Exw (Incoterms 2020) and the Customer shall bear the costs of transport, insurance and all other necessary formalities to transport the Products to the place of destination.

12.4 The risk of loss of or damage to the Products shall pass from SACE to the Customer upon delivery to the

latter or a courier/carrier of the Products covered by the Contract.

12.5 SACE shall do everything possible to deliver the Products within the delivery terms established and published in the Online Shop, which are indicative and not peremptory and are calculated in working days.

SACE will not be liable for any damages deriving from the delay in the delivery of the Products.

12.6 SACE will inform the Customer that the Product has been shipped. If the Products are not delivered within 14 (fourteen) days from the date SACE sends the e-mail confirming the order, the Customer has the right to withdraw from the sales contract, giving written notice by registered letter with acknowledgement of receipt or PEC or FAX to SACE, which will be obliged to reimburse only the cost of the Product, without any acknowledgement of damages or compensation of any kind in favour of the Customer.

12.7 The Customer acknowledges and accepts that SACE will proceed with the delivery of the Products exclusively following the effective receipt of payment, suspending the delivery in case of non-payment or non-regular payment of the purchase price by the Customer in the ways and times provided for by Article 13 below.

12.8 SACE shall in no case be held responsible for non-delivery or delayed delivery of the Products due to force majeure, fortuitous events and justified reasons, such as, by way of example only, strikes, riots, labour unrest, lack of raw materials, lack of electricity, fires, machine stoppages and any other cause independent of SACE's will and diligence, (including delays by sub-suppliers) that prevents or makes excessively burdensome the delivery within the established terms.

13 Payment methods for Online purchases

13.1 The Customer shall pay SACE the amount indicated in the Order and the Order Confirmation (including VAT) as the purchase price of the Products. Payments shall be made by the means of payment indicated in the Online Shop and, in particular, by credit card, bank transfer, My Bank immediate transfer and PayPal payment. The delivery of the products is subject to the actual receipt of payment, with the acceptance of payment by credit card or PayPal or with the



crediting of the amount to a SACE current account in the case of bank transfer.

The payment transactions and the data provided by the customer at the time of payment take place on specially protected lines. Credit card payments are secured by VBV (Verified by VISA) and SCM (Security Code Mastercard) certification.

13.2 Payment of the purchase price shall be made at the same time as the purchase. By indicating credit card as the method of payment, the Customer authorizes SACE to use his/her credit card and to debit the amount of the expense incurred. SACE reserves the right to request a copy of the credit card holder's identity card. In case of payment by bank transfer, the Customer, after having clicked on the field "*I confirm my order*", will receive an e-mail containing the bank details for the bank transfer, which must be arranged immediately so that the amount is credited to the current account of SACE within 5 days from the execution of the sales contract. In case of payment by bank transfer, the goods shall not be considered reserved to the Customer until the transfer is credited.

13.3 Failure to pay the purchase price within 5 (five) days from the term referred to in Article 13.2 above shall entitle SACE to terminate the sales contract by means of a written notification sent by registered letter with acknowledgement of receipt, PEC or FAX, without the need for a formal notice.

13.4 SACE shall issue the invoice and this shall be sent in electronic format according to the regulations in force. No change in the tax documents may be made after they have been issued.

14. Prices

14.1 All sales prices of the Products indicated in the Online Shop are quoted in Euros, net of VAT and other ancillary charges.

14.2 The costs related to the payment method chosen at the time of the Order shall be entirely borne by the Customer.

14.3 The Customer acknowledges that SACE can freely update the prices of the Products at any time, which may therefore vary. It being understood that SACE cannot change the prices indicated in the Online Shop

at the time of purchase and indicated in the purchase summary e-mail.

14. 4 In the event of a computer, manual, technical or any other error that may result in a substantial change in the price or quantity of the Products not foreseen by SACE, SACE shall notify the Customer in writing in the manner provided for in this Contract as soon as it discovers the error and either Party may withdraw from the sales contract within 14 (fourteen) days from receipt of such notification, with the obligation of the Customer to return the Products already received at its own expense and the obligation of SACE to reimburse the amount received from the Customer, without any recognition of damages or compensation.

15. Right of Withdrawal

15.1 The Customer has the right to withdraw from the Contract without any penalty and without specifying the reason within 14 (fourteen) days from the date of receipt of the Products. The Customer who intends to exercise the right of withdrawal shall send express notification of the decision to withdraw from the Contract by registered letter with acknowledgement of receipt or PEC or FAX to SACE.

15.2 If the right of withdrawal is exercised, the Customer is obliged to return the Products within and not later than 14 (fourteen) days from the date of sending notification of withdrawal, sending the Products to SACE at the registered office indicated above.

All risks, charges and costs of returning the Products are borne by the Customer.

15.3 The Products must be returned intact, in their original packaging, complete in all their parts (including packaging and any documentation and accessory equipment: manuals, cables, etc.) and complete with the attached tax documentation. The Customer may communicate the return of the Product by e-mail. Subject to compliance with the above, SACE will refund the Customer the amount received within 14 (fourteen) days from receipt of the returned Products, excluding any documented shipping costs for the first return.

SACE may suspend the refund of the purchase price until the conditions of the returned Products have been verified.



15.4 SACE will make the refund using the same means of payment chosen by the Customer for the purchase. In the case of payment by bank transfer, the Customer exercising his right of withdrawal shall provide SACE with the bank details (IBAN, SWIFT and BIC) necessary for SACE to make the refund by e-mail.

SECTION 3 - Common provisions applicable to offline or traditional sales and online sales

16 Warranty

16.1 SACE guarantees the conformity of the Products with the technical characteristics declared in the Offer, in the Order Confirmation and/or on the Site, as well as their safety according to the standards in force at the time they were put on the market, and the relevant warranty is envisaged according to the type of Product.

16.2 The Site describes the characteristics of the Products and classifies them by category as Products purchased from third parties and marketed by SACE for which the manufacturer's warranty is applicable and Products for which the warranty is explicitly not applicable.

16.3 The Customer must inspect the goods immediately after receipt and must notify SACE of any defects and/or faults in the Products delivered with respect to the Offer, the Order and the Order Confirmation within eight days from delivery for obvious defects and within eight days from discovery for hidden defects, in the forms of communication provided for in this Contract. Once this term has expired, the Products shall be considered fully compliant with the Offer, the Order and the Order Confirmation and no liability and/or non-fulfilment may be attributed, for any reason whatsoever, to SACE.

16.4 If the warranty provides for the return of the Product to SACE, the Product must be returned by the Customer with its packaging intact, complete in all its parts (including the documentation inside the packaging, and any accessory equipment) within 8 days of notification of the defect.

16.5 The guarantee for defects of any nature and extent lasts for one year from the date of delivery of the goods and is limited to defects due to poor quality of material or construction. It does not extend to

defects resulting from natural wear and tear or the Customer's inexperience or negligence, or to parts of the product which, due to the composition of the material or the nature of their use, are subject to rapid deterioration.

16.6 In order to exercise their right to the warranty, under penalty of cancellation, the Customer must scrupulously follow the instructions given at <http://www.sace-srl.com/download/condizioni-general-di-garanzia/>.

16.7 In the event of justifiably and promptly proposed complaints, SACE will carry out the interventions under warranty within a reasonable period of time. SACE will decide, at its own discretion, whether to replace or repair the Products that it acknowledges to be defective, without any cost being charged to the Customer, with the exception of transport costs, which will be borne by the Customer.

16.8 If SACE deems the warranty to be ineffective, it may propose a repair estimate to the Customer and the Customer may decide whether to accept the estimate, entrusting SACE with the repair, to have the unrepaired Product returned at its own expense or to have it scrapped at its own expense.

16.9 Repairs carried out under warranty do not imply any extension of the duration or renewal of the warranty itself.

16.10 The warranty is forfeited whenever the defective Products have been improperly used by the Customer and not in conformity with SACE's instructions, have been disassembled and/or modified and/or replaced and/or repaired and/or altered by persons not authorized by SACE, have defects deriving from wear and tear, negligence and/or inexperience by the Customer and/or its employees and/or third parties, have been returned without an identification label or have been subjected to blows or impacts, the electrical parts have been subjected to sudden voltage changes or have been incorrectly connected.

16.11 The complaint may never give rise to the cancellation or reduction of the Products ordered by the Customer, nor to the request for any indemnity or compensation.

16.12 The Customer undertakes not to use the Products purchased for a service other than that for which they are intended and not to modify their construction or operation.

The Customer who violates the above prohibitions shall lose the right to the warranty.

16.13 The warranty is non-transferable and applies only to the invoice holder.



17 Limitation of liability

17.1 SACE is exclusively responsible for the proper functioning of the Products supplied in relation to the characteristics and performance expressly indicated in the Offer, in the Order Confirmation and/or on the Site.

17.2 The overall liability of SACE, for any reason whatsoever, arising from any breach of the Contract governed by these Terms and Conditions of Sale in connection with and/or related to the same, shall not exceed the total price actually paid by the Customer for the Products giving rise to such liability.

17.3 SACE is not responsible for the possible defective functioning of machines or systems made by the Customer or by third parties with the Products supplied by the same, even if the single Products have been connected according to schemes or drawings suggested by SACE.

17.4 SACE shall not be held liable in any way for the suspension or interruption of the operation of the Site, nor for any inaccuracies due to a particular configuration of the Customer's Computer or its malfunction.

17.5 Without prejudice to the provisions of Article 1229 of the Italian Civil Code, the Customer shall not be entitled to claim compensation for indirect or consequential damages, lost profits, loss of production or opportunity, nor shall the Customer be obliged to pay, by way of compensation, sums greater than the value of the Products.

17.6 SACE shall not be liable for any damage caused to any property (movable or immovable) by the Product after it has been delivered and is in the Customer's possession. SACE will not be liable for any damage to products manufactured by the Customer or to products of which the Customer's products are part.

17.7. The Customer undertakes to hold SACE harmless and indemnified from disputes and/or legal actions brought against SACE by the end-user and/or third parties regarding alleged damages deriving from the Product.

17.8. Furthermore, the Customer shall indemnify, hold harmless and release SACE from all claims arising from damage resulting from the use or operation of the Products due to improper installation, repair, maintenance or operation of the Products by the Customer, from the Customer's failure to adequately

train its personnel in the operation of the Products or from its non-compliance with applicable laws or regulations.

18 Retention of title

18.1 The Products subject to the Contract shall remain the property of SACE until full payment of the purchase price by the Customer.

18.2 The Customer assumes responsibility for the preservation of the Products from the moment they are placed at its disposal and must keep the goods received with the diligence of a good father, undertaking to allow them to be inspected at any time by SACE personnel or by its agents until full payment of the price of the supply.

18.3 The Customer may not sell, donate, exchange, pledge, seize or in any other way alter or bind the Products covered by the Contract until full payment of the purchase price.

18.4 If conservative and/or executive actions are taken against the Customer on the Products purchased, the Customer undertakes to inform the Judicial Officer of its capacity as simple custodian of the goods and to inform SACE within 24 hours by registered letter with acknowledgement of receipt or PEC or FAX.

19 Exclusions

19.1 Unless otherwise agreed in writing between the Parties, the Contract does not include system design, installation of the equipment supplied, specific tests, training courses and manuals, start-up assistance and all services, charges and Products not mentioned in SACE's Order Confirmation.

19.2 Packaging costs, taxes, stamps, customs charges, duties and any other additional charges are not included in the purchase price unless otherwise indicated in the Order Confirmation issued by SACE.

19.3 The Contract does not include the development and implementation of customized software, which is regulated separately in the Terms and Conditions for the Implementation **and** Supply of Components and Software Development published on SACE's website.

20 Protection of confidentiality

20.1 SACE undertakes to treat the data and information received from the Customer with the utmost



confidentiality and not to use such data for purposes other than those for which they were collected.

20.2 Such data may only be produced at the request of the judicial authorities or other authorities authorized by law.

20.3 SACE will disclose the data acquired from the Customer only to parties assigned to carry out the activities necessary for the performance of the Contract and disclosed exclusively for such purpose. SACE represents and warrants that such parties will comply with the aforementioned confidentiality obligations, SACE being liable for any breach by the latter.

20.4 SACE represents and warrants that it will adopt appropriate protection measures to safeguard the confidentiality of the data known and/or communicated by the Customer and undertakes to enforce such measures within its organization.

21 Protection of personal data

21.1 The Customer's personal data shall be used by SACE in full compliance with EU Regulation 679/2016 (GDPR) and the national legislation in force on the protection of personal data.

22.2 The processing of personal data by SACE shall take place in the terms and according to the procedures indicated in the Privacy Policy pursuant to Article 13 of the GDPR, the full version of which can be consulted on the Site in the Privacy Policy section.

22.3 Each Party undertakes to hold the other harmless from all claims for damages arising from any unlawful processing of personal data resulting from non-compliance with the GDPR and applicable national legislation.

22. Industrial and intellectual property rights

22.1 The Customer declares and acknowledges that the content of the Site (by way of example but not limited to text, photographs, trademarks and other distinctive signs, illustrations, images, logos, etc.) and its structure are under the exclusive ownership and control of SACE. The Site is managed by SACE and it is forbidden to copy, reproduce or dispose of it in any way, without the prior written consent of SACE.

22.2 The total or partial reproduction, modification or use of the trademarks and/or other distinctive marks, illustrations, images and logos

present on the Site for any reason and any media whatsoever, without the prior express consent of SACE is prohibited.

22.3 All industrial and/or intellectual property rights (by way of example, patents, trademarks, designs and models, trade secrets, know-how, copyrights, technical and commercial information relating to the Products, as well as any software that may be supplied by SACE) relating to the Products and/or connected and/or related to them that are protected or in any case protectable, created and/or acquired by SACE prior to the Contract and during its performance, shall remain the exclusive property of SACE.

The Customer undertakes to refrain from any conduct that might infringe or compromise these rights.

22.4 In the event of disputes and/or claims and/or actions by third parties for infringement of industrial and/or intellectual property rights relating to the Product covered by the Contract, SACE may at its own discretion and expense (i) provide the Customer with the right to continue using such Product (ii) replace the Product with another product or parts thereof that has similar functionality and does not infringe any third party's industrial and/or intellectual property rights (iii) modify the Product so that it does not infringe any third party's industrial and/or intellectual property rights (iv) withdraw the Product or parts thereof and refund the purchase price, after deduction of a reasonable amount for the use, damage or obsolescence of the Product. To the extent permitted by law, the above remedies are the only measures available to the Customer and, in any case, SACE's liability shall not exceed the price paid by the Customer for the disputed Product.

22.5 To the extent permitted by law, SACE shall in no way be liable to the Customer, and the remedies provided for above shall therefore not be applicable, in the event of infringement of third parties' industrial and/or intellectual property rights arising from (a) the modification of Products by the Customer and/or its assignees (b) the assembly of Products with other products (c) the use of Products in processes carried out by the Customer and/or its assignees or (d) SACE's compliance with instructions, drawings, designs and specifications by the Customer. In such cases, the Customer undertakes to indemnify and hold SACE



harmless from any damage, expense or liability, for any reason whatsoever, suffered by the Customer and/or

from any claims by third parties related to the aforementioned cases.

23. Notifications

23.1 Any notification between the Parties relating to the Contract shall be made by means of written correspondence, in Italian or English, by registered letter with acknowledgement of receipt to the registered office of SACE S.r.l., by PEC: sacesrl@pcert.postecert.it, by FAX +39 051 6781150 and by e-mail: eshop@sace-srl.com only in the cases provided for by these Terms and Conditions of Sale.

24. Applicable law and jurisdiction

24.1 Any dispute that may arise between the Parties concerning the validity, execution, interpretation and termination of the Contract shall be submitted to the exclusive jurisdiction of the Court of Bologna, with the exclusion of any competing jurisdiction.

24.2 The law applicable to the relations between the Parties shall be Italian law.

25 Prohibition to re- export to the Russian Federation or for use in the Russian Federation (“No re-export to Russia Clause”)

25.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

25.2 The Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

25.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

25.4 Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of

the Agreement, and SACE S.r.l. shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of the Agreement pursuant to art. 1456 of the Italian Civil Code; and

(ii) a penalty of 30% of the total value of the Agreement or price of the goods exported, whichever is higher, without prejudice to claim for further damage.

25.5 The Customer shall immediately inform SACE S.r.l. about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Customer shall make available to SACE S.r.l. information

26. Final provisions

26.1 The failure of either party to exercise its rights under the Contract (and more generally its rights) shall not constitute a waiver of those rights nor operate to prevent their future exercise.

26.2 The Customer shall not assign or transfer the Contract and/or its rights or obligations under it to third parties in whole or in part.

26.3 The invalidity or ineffectiveness, in whole or in part, of one or more of the provisions of these conditions shall not affect the validity of the other provisions or the remainder of the provision. The invalid or ineffective provision will be replaced by a valid and effective provision the scope of which will be as close as possible to that of the original provision.

26.4 The language of the Contract is Italian. In the event of any conflict of interpretation between the Italian version of the Contract and any translated version, the meaning and interpretation of the Italian version shall prevail.

26.5 Any amendment to the Contract shall be in writing and signed by both Parties.

26.6 These Terms and Conditions of Sale consist of the entirety of the clauses contained herein.

Date and place

SACE SRL

The Customer



Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly declares that he/she has carefully read each and every one of the general terms and conditions of sale and that he/she accepts as a whole and individually the agreements contained in the **general terms and conditions of off-line or traditional sales (Sections 1 and 3 of Sace's Terms and Conditions of Sale)**, specifically approving the following articles:

Article 4 (Prices and terms of payment); Article 5 (Delivery terms); Article 6 (Shipping, packaging, transfer of risk); Article 7 (Express termination clause); Article 16 (Warranty); Article 17 (Limitation of liability); Article 18 (Retention of title); Article 21 (Protection of personal data); Article 22 (Industrial and intellectual property rights); Article 24 (Applicable law and jurisdiction); Article 25 (Prohibition to re-export to the Russian Federation or for use in the Russian Federation); Article 26 (Final provisions).

Date and place

The Customer

