

“GENERAL PURCHASE CONDITIONS”

FORIND AVIO ELETTRONICA S.R.L.

DEFINITIONS

In these General Conditions of Sale the terms indicated below take on the meaning that for each of them is specified as follows:

- a) “FAE”: the company FORIND AVIO ELETTRONICA Srl.;
- b) “PURCHASER”: the individual, natural or legal person, requesting the purchase of products marketed by FAE;
- c) “PARTY” or “PARTIES”: FAE and the PURCHASER individually or jointly considered;
- d) “ORDER” or “ORDERS”: the purchase order or orders issued by the BUYER to FAE;
- e) “PRODUCTS”: all products offered by FAE and described in the catalogues, drawings, technical data sheets, leaflets and/or other promotional material;
- f) “GENERAL CONDITIONS”: the general conditions of sale set out below.

FIELD OF APPLICATION

The general conditions are valid for an indefinite period and apply to every sale concluded between FAE and the Buyer concerning the products.

These general conditions fully replace, from 01.01.2022, all previous FAE general conditions.

The Buyer cannot invoke or object to conditions other than those contained in the general conditions. Therefore, any conditions are invalid specified in writing by the Buyer on the order, or in any other phase of the contractual negotiation as well as after acceptance or knowledge of the general conditions, as well as any general purchase conditions of the Buyer himself. In this sense, the execution, even partial, of the order by FAE or any other of its obligations towards the Buyer are not valid and cannot be interpreted as tacit or implicit acceptance of any condition general contract that has not been explicitly signed by FAE.

The general conditions are valid exclusively for contractual relationships between FAE and professional operators, for which the Legislative Decree of 6 September 2005, n. 206 (Consumer Code) and subsequent amendments will not apply.

In case of discrepancies, anything otherwise agreed in writing between the parties (for example in the letter of commercial conditions or in a specific contract) prevails over what provided for in the general conditions.

METHOD OF CONCLUSION OF THE SALES CONTRACT

The order sent by the Buyer to FAE constitutes an irrevocable contractual proposal binding for a period of three months, starting from the moment of knowledge of the itself by FAE. Within the aforementioned three-month period FAE, at its sole discretion, reserves the right to accept or reject the order, communicating this to the Buyer.

The sales contract is to be considered concluded following acceptance pursuant to the foregoing or with the execution of the order by FAE; then, the Buyer will not be able to cancel the order without the prior written consent of FAE. Until the conclusion of the sales contract within the aforementioned terms, offers and estimates formulated by FAE or its agents, representatives and auxiliaries are not binding for FAE.

In the event that FAE's order confirmation differs from the order sent by the Buyer in terms of, purely indicatively, quantities of products, prices, discounts and delivery method, said confirmation will be valid as a counter-proposal from FAE, which must be expressly accepted by the Buyer, so that the contract can be considered concluded.

In any case, it is understood that any verbal agreement with the Buyer relating to the sale does not bind FAE unless confirmed in writing by the latter.

In case of cancellation of the order by the Buyer before acceptance or execution of the same by FAE, the latter may ask the buyer the reimbursement of expenses and charges incurred for the execution of the order or part of it, as well as compensation for further damages suffered.

PRICES

The prices indicated in the FAE catalogs and price lists are VAT excluded for goods returned EXW Incoterms® 2020 by FAE, also net of transport, insurance, packaging and assistance.

These prices are indicative in nature and do not bind FAE in any way, which reserves the right to make changes to them commensurate with the increases in manpower, raw materials and other cost elements or for other causes that occurred during the period of validity of the catalogues/price lists, including after the conclusion of the sales contract.

For orders amounting to less than €100.00 excluding VAT, FAE reserves the right to apply an additional charge of €35.00 excluding VAT, for management of billing.

CURRENCY REVERSAL

If the exchange rate reported on "Il Sole 24 Ore" referring to the day prior to that of the invoice were to undergo a variation (+/-) greater than 2%, it will automatically be the entire difference without any will be included in the invoice excess deduction.

DELIVERIES

Except as otherwise agreed between the parties, the products are delivered to the Buyer or to the third party appointed by the latter in EXW Incoterms® 2020 mode at land at FAE headquarters. In any case, FAE reserves the right to deliver the products in different ways for orders based on a specific documented agreement with the Buyer.

The delivery terms indicated in the order or in the order confirmation are purely indicative and, in any case, are valid only in normal working conditions and of supplies.

The Buyer renounces any compensation or compensation claim against FAE for direct and indirect damages due to delays or partial fulfillment of deliveries, provided that no attributable to willful misconduct or gross negligence on the part of FAE.

In the event that the execution of the order was prevented by the occurrence of causes of force majeure, by the non-regularity of supplies of raw materials or subcontracting or by other unforeseeable circumstances occurring at the conclusion of the contract, the delivery terms will be considered extended, without any liability on the part of FAE for the delay, and the new terms will be established by the parties. In no case of delay or partial fulfillment of product deliveries, the Buyer will have the right to refuse the risk, even partial, of the goods shipped or to refuse delivery of the same.

If, once the products have been prepared for shipment to the Buyer, delivery has not taken place due to circumstances not attributable to FAE or to causes of force majeure, delivery to all intents and purposes it will be understood as carried out with the simple notification of goods ready for collection to be communicated to the Buyer via PEC.

From the day following the sending of the aforementioned notice, in addition to the agreed price, FAE will also be due the compensation for storage at the FAE warehouse in the amount equal to 2% of the amount indicated on the invoice, for each entire week of delay; in the event of a delay of less than a week the percentage will exceptionally be calculated proportion to the days of delay. All risks relating to the period of storage of the goods at the FAE warehouse are exclusively borne by the Buyer.

RISKS

FAE, pursuant to art. 1510 paragraph 2 of the Civil Code, is understood to be freed from the obligation of delivery by entrusting the goods to the appointed carrier, therefore the risk relating to transport burden on the Buyer. The products, even if sold carriage paid, always travel at the Buyer's risk, even in the event of theft, damage or tampering that may occur during transport.

The Buyer, upon receipt of the products, must, in his own interest, verify the quantity and conditions before collection and communicate any appropriate reservations immediately and in writing to the carrier. Any dispute relating to the quantity and condition of the packaged products e

delivered will be rejected when the Buyer has not immediately expressed such complaints in writing to the carrier.

QUANTITY AND PACKAGING

Orders must respect the minimum packaging quantities functional to the dimensions of the products and commercial customs.

Standard packaging is included in the sales price while the costs of any non-standard packaging, unless otherwise expressly agreed between the parties, will be charged from FAE to the Buyer.

COMPLIANCE WITH PRODUCT REGULATIONS

FAE guarantees that all products that fall within the scope of application of the European Directives comply with the essential requirements that they establish, in order to be placed on the market and commissioned in the member states of the European Union.

SPECIAL PRODUCTS

For products made to the Buyer's sample and/or specification/drawing, unless otherwise agreed between the parties, FAE is granted a tolerance of +/- 10% of the quantities sorted.

The cancellation of orders concerning special products is not permitted under any circumstances, unless otherwise agreed between the parties, upon payment by the Buyer of the accrued costs and expenses (for example the purchase of raw materials, labor and any work already carried out) up to the value of the supply.

FAE is not responsible for the functionality of the product or other defects, if due to defects in the samples supplied, drawings or instructions given by the Buyer.

The Purchaser assumes sole responsibility for ensuring that the manufacturing and supply of special products does not infringe the rights and/or patents of third parties.

CHANGES TO THE PRODUCTS

The indications, measurements, drawings, images and product data sheets e of the relevant components present in FAE catalogues, brochures, websites and, in general, throughout the entire website FAE's technical and information documentation are provided for indicative and illustrative purposes and have no binding nature.

Therefore, FAE, at any time and without any obligation of notice, reserves the right to accept all modifications which, at the sole discretion of the manufacturer, result appropriate to improve the functionality and performance of the products, as well as to respond to technological and production needs.

QUALITY, GUARANTEES AND COMPLAINTS

All products have the qualities necessary for the normal uses for which they are intended, as shown in the technical documentation in force at the time of sale, which the Buyer declares to know and accept. Furthermore, the products are covered by a guarantee of good functioning and by the guarantee for defects and/or design defects manufacturing for a period of 12 months from the date of delivery, except for parts subject to normal wear and tear. After this period the guarantee ceases, even if the products have not been put into operation for any reason.

This guarantee operates on the condition that the malfunction, faults and/or defects do not depend on: assembly or installation errors, failure or incorrect compliance with the technical specifications contained in the FAE documentation and in any documents accompanying the supply, lack of or incorrect maintenance, natural wear and tear, faults caused by incompetence or negligence, poor conservation, failure to immediately adopt measures to contain any malfunctions, overloads compared to the limits provided for in the technical instructions, unauthorized interventions, tampering carried out or caused to be carried out by the Buyer or third parties, unforeseeable circumstances or force majeure.

Any complaint due to quality defects, failure or defective functioning or defects and/or defects in the design and manufacturing of the products must be notified to FAE in writing, under penalty of forfeiture:

- within 10 days of delivery of the products in case of apparent defects;

- within 10 days of discovery in the event of defects appearing after delivery and in any case within one year of delivery.

For the claim to be admissible, the Buyer is required to demonstrate in writing the validity of the warranty, correct storage and correct installation of the product, as well as provide FAE with adequate documentation proving the faults/defects.

The warranty provided is limited, at the exclusive and unquestionable choice of FAE, to the replacement of defective products or components (either with identical or similar products) or through the repair of defective products or components.

Both in the case of replacement or repair of defective products or components, the original warranty period will continue to run, which shall therefore not be considered renovated.

FAE's liability is excluded with regard to any further warranty obligation, even implicit, deriving from laws, statutory or otherwise, in favor of the Purchaser, including implicit warranties for defects of conformity, merchantability and suitability of the products for a particular use.

RESPONSIBILITY

Without prejudice to the mandatory limits of the law and with the exclusion of willful misconduct and gross negligence, any liability - of a contractual or contractual nature non-contractual or deriving from any other source - of FAE for damages deriving from any non-compliance, as well as for direct and/or indirect damages deriving from faults or defects of the products, from their malfunction or from repairs or replacements, including by way of example but not limited to, loss of profit, failure savings, loss of reputation, loss of goodwill, possible blocking of the plants in which the products could be intended to operate.

FAE does not assume any responsibility for products marketed and/or installed/used in countries where there are regulations that do not allow their use, for uses for which the themselves are not intended or for uses that do not comply with the technical specifications of the products indicated in the catalogs and instruction booklets in force at the time of sale.

In case of revision of the technical specifications and the instruction booklet of the products already delivered and/or installed/used during the warranty period, the Buyer does not will be able to take advantage of the guarantee of good functioning according to the new technical specifications of the product purchased. With reference to the components of the products that are been subcontracted to FAE, the liability of the latter cannot be greater than that of the manufacturer of the same towards FAE.

The Buyer undertakes to agree in all contractual relationships concerning the products, a clause limiting the liability of FAE substantially entity identical to as provided above, assuming full and exclusive responsibility for the further circulation of the products supplied by FAE.

RETURNS

The return of products is not permitted without prior written authorization (RMA) from FAE; the return authorization documentation must accompany the goods upon return to FAE, failing which the returned goods will not be accepted.

In the event of an authorized return, the products must be returned carriage paid at the Buyer's expense and risk to the FAE warehouses within the essential deadline of 10 days, starting from the date of receipt of the FAE authorization.

The Buyer will be credited with the purchase price of the products, deducted the minimum amount of 15% as compensation for administrative costs. FAE reserves the right, however, not to accept the return, or to apply a higher percentage as compensation for administrative costs in the case of goods returned after the deadline indicated above.

In any case, returns of products not present in the catalog in force at the time of the return request or for which they have been modified in such a way will not be accepted.

RETENTION OF OWNERSHIP AND PAYMENT OF THE PRICE

The products are sold with an express retention of title agreement in favor of FAE; therefore, the Buyer acquires ownership of the goods with full payment of the price, while the risks of destruction and damage to the goods, as well as any other risk, pass to the Buyer from the moment of delivery.

Payments may be made in compliance with the "Supply Conditions" referred to in the FAE catalog in force or as otherwise agreed between the parties in writing.

Even partial delay in the payment of invoices beyond their due date gives rise to the immediate commencement of interest pursuant to Legislative Decree 231/2002 (implementing of Directive 2000/35/EC) or subsequent legislation adopted in implementation of Directive 2011/7/EU, in addition to the charging of any bank charges and commissions.

Failure to pay for any reason, as well as failure to fulfill any other obligation by the Buyer authorizes FAE to suspend sales and related deliveries, as well as to immediately demand payment of the entire credit, without prejudice to his right to withdraw from the order/orders in progress. FAE also reserves the right to suspend supplies in the event that a significant change occurs in the economic situation of the Buyer such as, for example illustrative and non-exhaustive, in the event of controlled administration, composition with creditors, bankruptcy, cessation of business or in any case serious financial distress.

For payments by receipt or bank transfer or other forms of payment, any collection and stamp duty costs are the responsibility of the Buyer.

The conditional discount agreed in writing between the parties is subject to strict compliance with the payment terms. Failure to pay within the agreed terms will result in the forfeiture of the benefit of the expected discount and the Buyer who has unduly withheld it has the obligation to reimburse it.

Any complaint by the Buyer, including for delivery delays or incomplete supply, does not entitle the Buyer to suspend or delay payment.

CONFIDENTIALITY

The commercial conditions of sale, with particular regard to budget, incentive and discount conditions, as well as any other documentation or qualified information by FAE as confidential, have a strictly confidential and confidential nature, therefore, the Buyer undertakes not to disclose them or communicate them to third parties, nor use them for purposes other than the conclusion and execution of the sales contract, even after the execution of the order.

FAE reserves the right to pursue, even judicially, any violation of the aforementioned confidentiality obligation.

PRIVACY

FAE undertakes to collect and process personal data of which it becomes aware in accordance with Legislative Decree 139/2021, and subsequent amendments, with the related purposes to the execution of this contract and for the fulfillment of any legal obligation, including of a fiscal or accounting nature. The information is available on the website www.forind.it

APPLICABLE LAW, JURISDICTION AND LANGUAGE

All sales contracts concluded by FAE, regardless of the nationality of the Buyer and the place of destination of the products, are governed by legislation Italian.

The application of the Convention is expressly excluded Vienna Convention on International Contracts for the Sale of Goods of 11 April 1980 and other Conventions in force in matters of international sales and regulating conflict of laws.

Any dispute that may arise between the parties is attributed to Italian jurisdiction and the exclusive competence of the Court of Milan, without prejudice to FAE's right to bring the action where the Buyer has his domicile or residence.

If the general conditions are drawn up in different languages, the Italian text will prevail.

Conditions of sale rev.2 of 01 August 2022

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Single-member company subject to management and coordination by the company Le.fin Srl

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