

GENERAL TERMS AND CONDITIONS OF SALE

Any contract signed between eTa S.r.l. (Supplier) for the supply of its products and the Client (Purchaser) will be regulated by the General Terms and Conditions of Sale which override any other terms set out by the Purchaser. By accepting the offer or confirming the order, even when this is done simply through executing the contract through conclusive behavior, the Purchaser acknowledges that the General Terms and Conditions of Sale will apply. These can only be waived in writing by both parties. Any Purchaser's Terms and Conditions will not apply, not even partially, unless expressly accepted in writing by the Supplier.

Anything not expressly stated in the offer is to be considered excluded in said offer and/or regulated by the Civil Code.

The prices of the products do not include VAT, packaging, shipping and loading costs unless otherwise stated in the offer.

Where no delivery instructions are provided, the products are to be considered sold EX WORKS (Operational Headquarters, Fano, Via Papiria 92/B).

Any eventual changes during construction and/or modifications to the product with regards to what is stated in the offer, are to be charged for separately.

The confirmed delivery dates are generated starting from the date the written order and related payments have been received.

The quoted delivery dates could be revised if modifications to the project/product are required.

The ownership of the goods will remain with eTa until full payment of the supplies has been made.

The delivery date of the products will be automatically delayed by a duration equal to the delay with which the Purchaser issues the order and fulfills any advance payment that might be required. Likewise, if the Purchaser or any other party instructed by the Purchaser were to communicate working instructions, technical data or other instructions relating to the provision of the products, the delivery date will automatically be delayed by the duration of the time it takes to make such modifications.

No penalties for delays will be applied. In the event the two parties should agree in writing on penalties for late delivery, such penalties could only be applied if the Purchaser has made its payments regularly, if no substantial modifications have been requested during construction, and the specifications and the technical designs submitted to the Purchaser have been confirmed within three days.

The Purchaser will not be able to contest any breaches by the Supplier if the Purchaser is not up to date with the payments and no breach by the Supplier will allow the Purchaser to suspend or delay the payments.

On delivery, the Purchaser shall promptly carry out the necessary checks to verify that the quantity and quality of the received goods match the agreed standards.

The Purchaser shall report any product defects by registered letter to be received by the Supplier within 8 days of delivery.

The Supplier guarantees the Purchaser that on delivery and for a period of twelve consecutive months, its own Products will be free from any defects related to manufacturing and to the materials used.

Such warranty will not be applicable if the products are not used according to the standard conditions of use and/or without following the Supplier's instructions, and it does not cover any product defect deriving from normal deterioration and wear and tear.

This warranty does not cover those operations regarding the start of the production, including all all the operations functional to it. The Purchaser is expected to verify and check the quality of the manufactured goods by carrying out trials or tests.

Any refund to the Purchaser for damages shall not be greater than the value of a single component of the product and/or of the defective product: under no circumstances is the Supplier responsible for any loss of profit, any other type of financial loss, indirect damage following, deriving from or relating to the use, the conditions, the possession, the performance, the maintenance, the unfulfilled or delayed delivery of the products even in the event that the Supplier has been informed about or has become aware of the aforementioned damages.

The Supplier shall not be held responsible for damages deriving from the choices made by the Purchaser about a particular use or deployment of the product or for events relating to the exclusive scope of the Purchaser or over which the Supplier has no control or that in any case cannot be univocally attributable to the direct and exclusive responsibility of the Supplier itself for lack of the agreed quality of the product.

RESERVATION OF OWNERSHIP

Until the date on which the Supplier receives the full payment of the supplies, the ownership of such goods will remain with the Supplier.