

## **GENERAL SALE CONDITIONS (GSC) - Edition 05/2023**

### **1. ACCEPTANCE AND VALIDITY OF THE GENERAL SALES CONDITIONS**

This offer is not, in any way, legally binding on Sauter Italia. Sauter reserves the right to cancel or modify the quotations offered at any time, before the issuance of the confirmation of acceptance of order, in any form.

Furthermore, Sauter will not be bound by the Customer's general purchasing conditions, not even in the event that they are referred to or included in orders or in any other documentation originating from the Customer, without the prior written consent of Sauter.

Any special clauses notwithstanding these general conditions that are contained in the order confirmation/accepted offer or that are agreed, even subsequently, exclusively in writing between the Parties, are without prejudice.

All prices and delivery times contained in this order confirmation/offer are subject to change in accordance with these general conditions.

### **2. PRICE**

Unless otherwise specified, the indicated price is intended for delivery ex Sauter Italia warehouse in Cinisello Balsamo. Prices do not include packaging, VAT and any other taxes and duties which are to be paid by the Customer in addition to the agreed prices.

In case of unfavourable events occurring before the shipment of the products or the provision of the services to be supplied, Sauter Italia reserves the right to adjust all prices, unless these have been expressly agreed or confirmed in writing by Sauter Italia as fixed prices. By unfavourable events we mean, in particular and by way of example only, the following events: (a) an increase in Sauter Italia's variable costs of more than 5%; (b) a change resulting from conditions generally affecting the industry; (c) any global or national health problems, epidemics, outbreaks or pandemics; (d) shortages of materials (including but not limited to semiconductors) due to increased demand; (e) delivery difficulties generally affecting the procurement market; (f) any problems resulting from rising energy prices; (g) a variation resulting from changes in exchange rates.

In the event of a price adjustment pursuant to the previous paragraph, the Customer has the right to cancel the order, unless this includes customized products or personalized services.

### **3. PAYMENTS**

Payments to Sauter Italia are made exclusively in Euros and are understood to be made to its corporate domicile in Sesto San Giovanni even when it is established that they are made by checks, bank transfers or bank receipts or other methods expressly agreed in writing between the Parties. Any bills issued are to be intended exclusively as a guarantee and never for payment. In the event of deferred payment, Sauter Italia reserves ownership of the products to be supplied until the balance is paid. In the event of termination of the contract and/or cancellation of the order due to non-fulfilment of the Customer, the instalments paid remain acquired by Sauter Italia as indemnity, subject to compensation for greater damages.

The payment of any amount due to Sauter Italia cannot be suspended or delayed by claims or objections by the Customer, whatever the reason.

Pursuant to art. 1186 of the Italian Civil Code, failure or partial payment of any sum due to Sauter Italia within the agreed deadlines will result in the Customer's automatic formal notice with consequent forfeiture of the benefit of the term and the contextual right of Sauter Italia to suspend supplies and/or refuse or cancel orders and/or modify the commercial conditions and/or terminate the contract and obtain the return of the products already supplied, the warranty of which must in any case be understood as null and void starting from the date of non-payment.

Delayed payment also entails the automatic application (without the need for prior warning) of default interest pursuant to Legislative Decree no. 231/2022 and gives rise to the right of Sauter Italia to immediately take legal action to recover the credit.

#### 4. DELIVERY

Delivery is to be intended always and for all intents and purposes at the Sauter Italia offices, even when transport costs are included in the agreed price. The choice of shipper or carrier, unless expressly indicated by the Customer, is made at the sole discretion of Sauter Italia.

The delivery times indicated in the order confirmation/offer that Sauter Italia undertakes to meet are subject to change and therefore not binding, unless otherwise expressly agreed in writing. Strikes, natural events or similar cases of force majeure can delay or interrupt the fulfilment of the order and do not give the Customer the right to cancel it or claim any damages. This also applies if binding and/or penalty delivery times have been agreed.

#### 5. WASTE MANAGEMENT

The management of waste deriving from the performance of the activities relating to this contract, from collection in the place of production, to temporary storage and removal and transfer to an appropriate collection site outside the place of intervention, is the responsibility of the contractor (as per current legislation).

Any different decisions on the management of the same will be agreed between the Parties.

#### 6. ORDER CANCELLATION/CHANGE

Sauter Italia can accept order cancellation only in exceptional cases, subject to written agreement and upon payment by the Customer of an amount not less than 10% of the net value of the order. Furthermore, the Customer has no right to return the product that has already been supplied by Sauter Italia. Any return can be accepted by Sauter Italia in exceptional cases, subject to written agreement, but in any case, no later than 6 (six) months from the delivery date of the product and with a charge to the Customer of an amount not less than 10% of the net value of the order.

Any request to change the order must be communicated in writing and can only take effect if agreed in writing between the Parties.

#### 7. WARRANTY

Sauter Italia only guarantees the good quality of the products supplied. The warranty period is 12 months from the delivery date. During the warranty period, Sauter Italia undertakes to repair at its headquarters or to replace free of charge in the shortest possible time the products or their parts that should prove to be faulty due to construction defects or flaws, excluding any liability for any direct or indirect damage suffered by the Customer.

The Customer must send the complaint to Sauter Italia no later than seven (7) days from the delivery of the products. After this period, the products supplied are understood to be accepted in all respects as compliant with the order.

The products to be repaired or replaced must be delivered to the Cinisello Balsamo warehouse of Sauter Italia at the Customer's expense. The costs of repairing or replacing products that have been tampered with and/or repaired by third parties and/or used not in accordance with the conditions of use indicated by Sauter Italia or in any case known to the Customer in any way, will be charged to the Customer. The products to be replaced must be delivered intact and with the original packaging.

Any inspections by Sauter Italia staff for specific technical interventions, agreed between the Parties, are charged to the Customer according to the hourly rates in use, in addition to travel and accommodation expenses.

#### 8. COMPETENT COURT

Relations between the Parties are governed by Italian law, excluding any reference to foreign laws. For any dispute that may arise between the Parties regarding the interpretation and/or effectiveness and/or execution of these general conditions and/or the related contract, the Court of Monza-Brianza will have exclusive jurisdiction. In the case of contract drafting in two languages, only the Italian text will be valid.

## 9. DISCLAIMER OF LIABILITY

The Customer assumes the responsibility for being aware of all the legal limitations and safety standards relating to the correct use and purpose of the products supplied by Sauter Italia. Therefore, Sauter Italia excludes all liability for any and all direct or indirect damage caused to persons or things by the aforementioned use and/or purpose. The Customer undertakes to adopt the most up-to-date and appropriate technical measures in order to minimise the risks associated with accessing the Internet via Sauter Italia devices.

More specifically:

- a) connection to the internet via Sauter Italia automation stations must only take place when a firewall is present to protect them;
- b) the updating of the installed software must be done as soon as a new version is available;
- c) the device passwords initially communicated by Sauter Italia must be changed immediately, as the Customer must create personalized credentials according to the most up-to-date security standards, kept confidential and changed at regular intervals.

Sauter Italia has the right to recommend to the Customer, also periodically, the implementation of additional security measures in order to protect the devices from illegal access.

The Customer acknowledges Sauter Italia's willingness to promote the implementation and use of the aforementioned security measures. Sauter Italia is therefore excluded from any liability in the event of unauthorized access by third parties to the devices supplied connected to the Internet and for any damage to the Customer that directly or indirectly derives from it.

## 10. PRIVACY AND INTELLECTUAL PROPERTY RIGHTS

The data requested by Sauter Italia from the Customer and communicated by the latter when completing the personal data sheet are those strictly necessary for the order execution. The Customer is required to verify its correctness and promptly communicate any changes. The data in question is processed by Sauter Italia according to the legal criteria for the protection of personal data adopted by it and included on the company website: [www.sauteritalia.it](http://www.sauteritalia.it).

Any drawing or document of a technical nature connected to and/or relating to the products being supplied is the exclusive property of Sauter Italia. Any reproduction, transmission, or communication thereof to third Parties violates the intellectual property rights of Sauter Italia, unless prior written consent is given by the latter.

Signature .....

The Customer declares to have carefully read and to expressly approve, pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the following articles:

- 1) Acceptance and validity of the general conditions of sale; 2) Price; 3) Payments; 4) Delivery;  
5) Waste management; 6) Order cancellation/change; 7) Warranty; 8) Competent court;  
9) Disclaimer of liability; 10) Privacy and Intellectual Property Rights.**

Signature .....