



General Sales Conditions (web)

MD 32
Rev.00

1. PURPOSE OF THE CONTRACT

- 1.1. The General Conditions apply to any sales made by DR ITALIA Srl or another corporate body being connected, controlled or associated with the latter (hereinafter "Seller") towards the purchasing subject (hereinafter "Purchaser") and both relative to the products of the first delivery (hereinafter "Products") and any following deliveries made in favor of the Purchaser according to the orders sent subsequently to the Seller and accepted by him.
- 1.2. The sales contract solely includes the material and any secondary performances indicated in writing in each single order confirmation.

2. ORDER AND ORDER CONFIRMATION

- 2.1. Following the dispatch of the order confirmation by the Seller, the Purchaser must notify the acceptance of the sales order confirmation to the supplier, by returning a duly signed and stamped copy (by mail, fax or e-mail) of it to the Seller, being aware that the delivery of the goods shall be exclusively subject to these General Sales Conditions, regardless of any existing general purchase conditions submitted by the Purchaser, which are explicitly waived. The Purchaser states being aware of the fact that, even lacking the return of the signed and stamped order confirmation for acceptance, in any case every delivery of goods made by the Seller is understood being ruled and subject to the contents of these General Sales Conditions.
- 2.2. Any modifications or waivers of the contents of these General Sales Conditions are understood devoid of legal effect, if they have not been accepted explicitly and specifically in writing by the Seller.
- 2.3. Regardless of anything being confirmed in the order confirmation, the Purchaser states that he is aware that the measures relative to the length of the cables may undergo a tolerance of +/- 10%. All the cables assembled on the dedicated equipment, except for the ones of the regulations H07RNF, NSHTOU, H07VVH6, PUR, sold as bulk spare parts, are delivered in lengths on which DR ITALIA Srl reserves the right to claim the refund of the cutting costs.

3. DELIVERY

The Seller fulfills his performance by delivering the goods, subject-matter of the delivery, ex his works.

Any shipment of the goods is always understood to be made at the own risk of the Purchaser, no matter by which means or form.

4. DELIVERY TERMS

- 4.1. The delivery terms of the Product are to be understood as indicative and not binding for the Seller and are explicitly agreed upon "barring unforeseen events".
- 4.2. The terms are understood being counted on working days, starting from the data of conclusion of the single sales; any modification or integration of the order shall determine a new effective date of the terms.
- 4.3. The Seller is not liable for delays in the delivery and free of direct or indirect damage rising out of the delay, except for the assumptions of fraud or grave offence that can be attributed to him.
Any responsibility for delay in the delivery is excluded, which is due to:
 - a) Total or partial non-observance of the payment terms by the Purchaser, whereby the Seller, avails himself of the right according to art.1461 c.c.
 - b) Causes of force majeure or exceptional circumstances (like, by way of example and not exhaustive, strikes, atmospheric events, natural calamities, fire, explosion, war events, etc.).
 - c) No or delayed delivery of the materials by sub-suppliers or auxiliaries of the Seller.

5. CHECKING OF THE GOODS AND RETURNS

The Purchaser has the task to check all the material subject -matter of the delivery as soon as it becomes available for him, by checking the correspondence as regards quantity and quality with what has been ordered. The Purchaser must dispatch any possible claim to the Seller within and not later than 8 (eight) days from the receipt, under penalty of nullity. In any case,

if the Seller has authorized the total or partial return, the goods must be returned promptly under the same delivery conditions, without any damage, signs of wear or tampering or any other condition that was not present at the moment of the delivery. All expenses for the execution of the return are to the sole charge of the Purchaser.

6. PRICE AND PAYMENTS

- 6.1. The price of the delivery is understood ex works and includes anything that has been mentioned in the order confirmation and is subject to revision in case of an increase of the raw materials costs and fiscal burdens. In any case all costs, expenses and secondary sales charges are to the charge of the Purchaser, like by way of example and not exhaustive, the packaging, transport, insurance, taxes.
- 6.2. For no reason or cause whatsoever the payments by the Purchaser can be suspended or postponed, not even in case of contestations with the Seller. In case of lack of on time payment, the Seller shall have the right to suspend the delivery.
- 6.3. In case of late payments, the interests according to Legislative Decree 231/2002 shall be automatically due to the Seller without any need of notice to pay or perform.

7. RIGHT OF DOMAIN

The goods are understood being sold with conditional right of domain. Therefore, the Purchaser acquires their full property after the payment of the last installment of the price, but assumes the risks of possession starting from the delivery, undertaking to keep the goods with diligence and being liable for any damages suffered by the goods.

8. WARRANTY

- 8.1. Every delivery of goods is only submitted to this conventional warranty released by the Seller, that guarantees the quality of the goods, subject-matter of the sales for 12 (twelve) months from the date of delivery note.
- 8.2. The warranty is limited to the free of charge replacement of those parts of the product that may show defects of material and /or assembly that make them unsuitable for the use for which they are meant, provided that such defects are attributable to the Seller.
- 8.3. The product in which there are parts to be repaired or replaced must be sent to the premises of the Seller to the charge and expense of the Purchaser, for the following verifications:
 - a) Responsibility of DR ITALIA for the defectiveness found by the Purchaser.
 - b) Nobody, apart from the personnel of DR ITALIA has intervened in any way on the product in order to open, repair or disassemble it or solve the complained defects, without the prior written consent of DR ITALIA.
- 8.4. Only after having made the verifications according to point 8.3 and having determined DR ITALIA's responsibility, the product shall be repaired under warranty and delivered ex the works of DR ITALIA.
- 8.5. If, at the Purchaser's request, the rectification is carried out outside the Supplier's premises, the Purchaser bears all related costs, such as
- 8.6. costs of transportation, travel and accommodation expenses, (dis-) assembly and installation costs as well as taxes, levies and fees incurred outside of the Supplier's country. If the labor cost of Seller personnel resulting from or connect to unjustified defect notifications shall be borne by the Purchaser.
The warranty will become invalid in case one of the following conditions occurs
 - a) Non-observance of the conditions and payment terms;
 - b) If the complained defects concerning the product have been caused by the Purchaser, his employees, assistants or any third party, that in any case can be related to the sphere of the Purchaser;
 - c) If the complained defects can be ascribed to improper or non -compliant use of the product, to lacking or inadequate maintenance, negligence or incapability in the use of it, to exceptional circumstances or force majeure;



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- d) d) If the Purchaser intervenes directly or through any third part on the product to open, repair or disassemble it, without the prior written consent of DR ITALIA.
 - e) If, upon intervening on the product, having received the written consent from DR ITALIA, the Purchaser or who intervenes on behalf of the Purchaser carries out any work that has not been explicitly indicated in writing by DR ITALIA .
 - f) In any other case of non-fulfillment of the contractual obligations to the charge of the Purchaser.
- 8.7. The warranty does not apply on the replacement of any parts being subject to normal wear (spare parts).
- 8.8. In none of the assumptions provided for by these warranty conditions the Purchaser can either claim the cancellation of the sales contract or the indemnification of direct or indirect damage of any nature and typology whatsoever.
- 8.9. Any contestation or complaint must be made in writing and with the explicit and analytic indication of the complained defects within and not later than 8 (eight) days from its discovery. Under penalty of nullity of the warranty.

9. WAIVER

The Seller reserves the right to recede from the contract if he gets acquainted with circumstances that question the solvability of the Purchaser for the payment of the price within the agreed terms.

10. CATALOGUES AND WEBSITES

The Purchaser is aware of the fact that the information included in catalogues, brochures, articles, technical bulletins, websites coming from the Seller and indicating the weight, dimensions, trademark of the cables and, in general, all technical information relative to the au Product must be considered indicative and not binding for the Seller.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Purchaser is aware of the fact that following the delivery he will not acquire the right of use, not even partially, of trademarks or patents belonging to the Seller, that shall remain the exclusive property of the latter, including any information relative to the industrial and intellectual property of the technologies of the manufacturing processes, engineering development, quality control concerning the Product and its realization.

12. CONFIDENTIALITY AND DISCRETION

The Purchaser undertakes absolute confidentiality on the data and information that he may acquire following the delivery, that shall be understood as being strictly confidential. The Purchaser also gives the Seller his consent for the processing, communication and spreading of the submitted data as regards his company, whereby stating that he has fully and exhaustively acquainted himself with the content and purposes of the above-mentioned processing according to what is provided for by art.10 Legislative Decree 196/2003, as well as with the rights conferred according to art.7 of the above-mentioned regulation, to safeguard the confidentiality of his personal data.

13. NO RUSSIA CLAUSE

In application of art. 12 octies of EU Regulation No 833/2014 on "restrictive measures in view of Russia's actions destabilizing the situation in Ukraine", as amended by EU Regulation 2878/2023, is expressly prohibited re-export to Russia, or for use in Russia, of goods or technologies listed in Annexes XI, XX and XXXV to EU Regulation No 833/2014, common high priority products, or firearms and ammunition listed in Annex I to EU Regulation No. 258/2012. By signing these general conditions of sale, the buyer accepts this clause and undertakes not to re-export the purchased goods to Russia and/or not to use them for use in Russia, as well as by an express declaration issued and signed and attached to these general conditions of sale as an essential part, exempting the seller from any responsibility for the falsity of the statement and the violation of the prohibition in question.

If the seller becomes aware of the breach of this prohibition by the buyer, he will notify the competent Italian authority, in accordance with the communication obligation provided for by European legislation and the contract will be automatically and immediately terminated by right for exclusive liability and default of the buyer.

The seller notes that, following the possible violation by the buyer of the measures aimed at preventing the re-export in Russia of the product supplied, in addition to the above, the buyer will be obliged to pay a penalty of Euro 20,000,00, to the Seller and must take action to request the return of the same product, to the subject (natural or legal person) Russian to which it has been provided, communicating to the Seller the data of the subject (natural or legal person) Russian to allow the Buyer the immediate communication to the competent authorities. Following the violation of the re-export ban in Russia, the buyer will be included in the seller's black list and no other products will be provided.

14. APPLICABLE REGULATIONS AND COMPETENT COURT

14.1. These General Sales Conditions and any subsequent documents that may arise from it, are understood fully and solely disciplined by the Italian law; as regards anything not being explicitly provided for herein, reference must be made to the regulations in force.

14.2. The Court of Monza (Italy) shall be exclusively competent for any dispute relative to the conclusion, validity, interpretation, execution and termination of the delivery and the resulting contractual relationships, whereby the parties wanted to exclude the competence of any other rival court.