

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL TERMS

SUMMARY

1. GENERAL TERMS AND CONDITIONS OF SALE AND WARRANTY - FEC ITALIA

SCOPE OF APPLICATION

The conditions outlined in the articles of this document apply to all contracts for the sale of products and services by FEC ITALIA SRL (hereinafter referred to as "FEC").

All purchase orders for products and/or services received by FEC will be governed by these Terms.

CONTRACT APPROVAL – QUALITY OF MATERIALS

Purchase orders are immediately binding and mandatory for the customer (hereinafter also referred to as the "client"). An order confirmation will be sent by e-mail to the registered email account of the customer and it's deemed approved if not disputed within two business days.

The effectiveness of the orders is subject to specific approval by FEC. Such approval may be verbal or may manifest through the delivery of the goods under the contract or the issuance of the relevant invoices.

The characteristics and descriptions of the products contained in price lists, catalogs, and/or similar documents are purely indicative. FEC reserves the right to modify such characteristics without any obligation to communicate them.

DELIVERY

The delivery terms, regardless of their agreement with the Customer, are purely indicative. In case of delivery delays, FEC is released from any liability, and the client will not have the right to terminate, even partially, the contract and/or withdraw from it, nor to claim compensation for damages or suspend payments.

In case of ex-works sale (transportation borne by the customer), if the goods are not picked up within five working days, FEC has the right to terminate the contract, reserving the right to compensation for any damages suffered. In

such cases, any amounts paid by the client may be retained by FEC as compensation for damages.

PRICES AND PAYMENTS

The prices established by FEC are fixed and unchangeable.

Payments must be made exclusively to FEC ITALIA, headquartered in Tavagnacco (Udine), at Via Spoleto, 4, regardless of the circumstance that payments might be made via promissory notes or other equivalent securities. Invoice payments must adhere to the agreed terms and conditions. Under no circumstances can the client suspend or delay payments. FEC may grant the Customer specific derogation from the originally agreed payment deadline. In case of payment delays of any amount, even minimal, FEC reserves the right to immediately and without notice suspend the delivery of products, including items from other purchase orders.

If the agreed payment conditions are not met, FEC has the right to charge late payment interest as per Article 5 of Legislative Decree No. 231/2002, within the limits of Law 108/96 on usury, as well as all costs for credit recovery.

RESERVATION OF OWNERSHIP

The sale is considered to be carried out with a reservation of ownership until the full payment of the price indicated in the invoice for the delivered goods. The issuance of checks, promissory notes, drafts, and assignments does not constitute payment unless they are honored. In case of contract termination, FEC may retain, as a penalty for non-compliance, the installments paid up to half of the price. FEC's right to compensation for greater damage remains unaffected.

In case of installment payments, failure to pay even a single installment entitles FEC to recover the entire amount.

LIABILITIES AND LIMITATIONS

FEC is not responsible for direct or indirect damages to people and/or property if the defect in the product causing the damage did not exist at the time the product was delivered.

If FEC is deemed responsible for any damages caused by defects in its products, FEC will only acknowledge compensation for physical damage or personal injuries and damages to personal property. All other types of damages are excluded.

Regarding damages to personal property, FEC will reimburse up to the maximum amount equivalent to the price paid by the Customer for the purchase of the product and/or service.

The limitations on liabilities outlined in this Article also apply to FEC's suppliers, subcontractors, and clients. These limitations represent the maximum liability collectively attributable to FEC and its suppliers, subcontractors, and clients.

Except as required by law, FEC is not liable for the following:

1. Claims for compensation by the end-user. In any case, recourse against FEC by the client is excluded.
2. Loss or damage to data.
3. Loss of profits, earnings, benefits, or anticipated savings.
4. Damage to image.
5. Any other indirect, incidental, special, or economic damages.

DEFECTS REPORTING - COMPLAINTS

Any defects, flaws, and/or lack of quality in the supplied products must be reported immediately. All reports and/or complaints must be made in writing directly and exclusively to FEC, within a mandatory period of 8 days from the date of product delivery.

The communication must be made via registered letter addressed to FEC ITALIA, Via Spoleto, 4, 33010 Tavagnacco (UD) or by email to the following email address fecitaliasrl@pec.it. The parties agree to exclude any other forms of communication regarding product defects.

In any case, reports and/or complaints, for any reason raised, will not entitle the client to suspend payments for supplies made by FEC.

WARRANTY

Unless otherwise agreed, as specified in the order confirmation sent by FEC to the Customer, the warranty period is 12 months. The warranty period for products begins on the date of the transport document confirming dispatch by FEC.

FEC guarantees the proper construction and quality of the supplied products provided they have been correctly used. FEC is excluded from any responsibility for direct and indirect damages resulting from incorrect or improper use of the supplied products. Specifically:

1. FEC guarantees that the products are free from manufacturing defects at the time of delivery to the purchaser.
2. During the warranty period, FEC provides repair services under the conditions described later and, in some cases, at its sole discretion, product replacement.

The warranty does not cover the following:

- Errors or damages resulting from improper use of the product, accidents, modifications, inadequate storage or operational environments, or inappropriate maintenance.
- Damages and breakages during transportation (unless managed by FEC) or due to willful misconduct, negligence, incompetence, or carelessness, including damages caused by incorrect power supply voltage or surges.
- Damages caused by products for which FEC is not directly responsible or products supplied by FEC at the Customer's specific request.
- Consumables (e.g., batteries and printer cartridges) and wear parts (e.g., mice, print heads, cartridges, or magnetic media).
- Uninterrupted or error-free operation of the product.
- Support or technical assistance services provided via telephone.

The warranty is void if any identifying label on the product or its parts is removed or altered.

These warranty conditions constitute the only guarantees provided by FEC for its products. Other forms or warranty conditions, if agreed upon, are excluded.

SPECIAL WARRANTY CONDITIONS FOR LCD/LED DISPLAYS

Pixel and subpixel defects: during the first 12 months covered by the warranty, FEC ITALIA guarantees the replacement of the display even in the case of a single non-functioning pixel.

After this period the criteria listed below apply:

Defect Type	Allowed defects
Bright underpixels	Max 2
Dark underpixels	Max 4
Total defects including bright and black underpixels	Max 5

REPAIRS

CONDITIONS FOR REPAIRS

FEC will provide repair services exclusively at its premises.

Repairs performed during the warranty period are subject to the following provisions. All repairs carried out beyond the warranty period will be borne by the Customer.

Repairs charged to the customer will only be carried out upon receipt of a written order. Verbal orders or requests will not be accepted. FEC will issue a cost estimate upon receiving the repair request. The cost for issuing an estimate is €30.00 (+ VAT). If the repair order is confirmed by the customer, the costs for issuing the estimate will be waived. The validity period of the estimate will be indicated on the estimate itself.

If the repair order is not confirmed within one month from the estimate issuance date, the unrepaired product will be returned to the customer at their expense.

Should additional faults be detected during the repair process beyond the initially diagnosed issues, FEC reserves the right to suspend the repair and proceed only after receiving a new written order from the Customer.

Repair activities are subject to the availability and procurement of spare parts.

The right to a warranty on completed repairs is valid for six months from the date the product is returned to the Customer.

Repair requests under warranty for damages caused by unauthorized modifications or improper repairs performed on the product by the customer or third parties will not be considered.

FEC assumes no responsibility for files/programs contained in the mass storage devices present in the Products sent for repair by Customers.

If repaired products are not collected within two months of notification of repair completion or are refused upon delivery, FEC reserves the right to dispose of the items, including the option to destroy the product.

In the event of non-payment by the Customer for Product and/or service supplies, FEC reserves the right to retain the repaired goods owned by the Customer at its premises.

Repairs will be carried out exclusively according to the terms described in these conditions. Other conditions will not be accepted.

PROCEDURES FOR RETURNING MATERIAL FOR REPAIRS

Before sending Products to FEC for repair, the Customer must request a return code (ticket/RMA) from FEC's Help Desk. This code can be requested by phone at +39 0432 1437070, available Monday to Friday from 9:00 to 12:30 and 13:30 to 17:30. The RMA code can also be requested via email at supporto@fecpos.it, or by accessing the dedicated ticket portal through the reserved area of the www.fecpos.it web site.

To obtain the RMA code, the following information must be provided:

1. Company name, including address, telephone number, and the contact person's name.
2. Product serial number (13 alphanumeric uppercase characters starting with "0", e.g., "0AIPT70100001"; in case of a component, the serial number of the product where the component was installed must be provided).
3. Description of the detected defect/failure.

The product must be sent exclusively to FEC ITALIA SRL at Via Spoleto, 4 – 33010 – Tavagnacco (UD) – Italy.

The product subject to repair must be accompanied by an appropriate transport document, with the reason being "returned for repair," and the RMA code must be indicated on it.

Shipping costs for warranty-covered products:

- Shipping costs for sending the product for repair are borne by the customer.
- Shipping costs for returning the repaired product to the Customer are borne by FEC.
- Shipping costs for out-of-warranty products are entirely borne by the customer.

JURISDICTION AND COMPETENT COURT

The parties agree and accept the exclusive jurisdiction of the Court of Udine (UD) Italy for any disputes related to these conditions. The parties also agree that these Conditions and any disputes will be governed and subject to the applicable Italian laws.

PRIVACY

FEC informs the Customer that their personal data, provided by the Customer or acquired by the seller during the exercise of its statutory activities, will be processed in compliance with EU Rule 2016/679, respecting the rights, fundamental freedoms, and dignity of the individual, with particular reference to confidentiality, personal identity, and the right to protect such data.

Pursuant to Article 13 of Legislative Decree No. 196/03, as modified by Dlgs 101/2018 and by art. 13 and 14 of GDPR FEC informs the customer that personal data will be processed solely for commercial, managerial, and/or promotional purposes, using paper and/or IT systems. FEC also informs that providing such data is necessary for the accurate fulfillment and execution of the contract (e.g., invoicing, tax compliance, etc.); incomplete or inaccurate data provision or refusal to provide such data may affect the validity of the contract. The collected data may also be communicated to professionals, credit institutions, insurance companies, and public entities solely for purposes related to the corporate objective.

The data controller is FEC ITALIA SRL, with its registered office at Via Spoleto, 4, Tavagnacco (UD). The data processing officer is the Administrator of FEC ITALIA.

The Customer declares awareness of the rights granted by Articles 7 of Legislative Decree No. 196/03 as modified by Dlgs 101/2018 and by art. 13 and 14 of GDPR and consents to the processing of all personal data provided to FEC and their possible transmission to pursue the purposes indicated above.



Date: _____

Customer (stamp and signature): _____