# GENERAL TERMS AND CONDITIONS OF SALE

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# 1 FEC Italia General Terms and Conditions of Sale and Warranty

## 1.1 SCOPE OF APPLICATION

The terms and conditions set out in the articles of this document apply to all contracts for the sale of products and services by FEC ITALIA SRL (hereinafter “FEC ITALIA”).

The Customer’s purchase order, FEC ITALIA’s order confirmation and these Terms and Conditions together constitute the supply contract. In the event of any discrepancy between the provisions contained in the order confirmation and these Terms and Conditions, the provisions contained in the order confirmation shall prevail. Should the Customer’s order contain general or specific purchasing conditions, special conditions or terms in any way differing from these Terms and Conditions, such conditions or terms shall not apply and shall be deemed waived by the Customer, unless they have been expressly accepted in writing by FEC ITALIA. Execution of the order by FEC ITALIA shall under no circumstances constitute tacit acceptance of such conditions.

## 1.2 CONTRACT APPROVAL – QUALITY OF MATERIAL

Purchase orders must be sent by the Customer or by its sales representative to the email address ordini@fecpos.it and are immediately binding and enforceable on the Customer (hereinafter also the “Purchaser”).

The effectiveness of orders is subject to specific approval by FEC ITALIA. Such approval shall be deemed formalised by sending a specific order confirmation to the Customer by email, and such order confirmation, together with the attached general terms and conditions of sale, shall be deemed tacitly accepted unless it is disputed by email or certified email (PEC) within 5 working days of the date on which it was sent.

The tacit acceptance referred to in the preceding paragraph does not extend to the clauses for which Articles 1341 and 1342 of the Italian Civil Code require specific approval in writing: such clauses shall be effective only if separately signed by the Customer pursuant to the article Specific Approval of Clauses.
If the order confirmation is disputed within the above-mentioned term, the order shall not be binding on the parties until a new order confirmation is issued, which shall in turn be subject to the same terms and procedures for dispute.

The characteristics and descriptions of the products contained in price lists, catalogues and/or similar documents are purely indicative. FEC ITALIA shall be entitled to modify such characteristics without any obligation to give notice.

## 1.3 DELIVERY

Delivery times, however agreed with the Customer, are merely indicative. In the event of late delivery, FEC ITALIA shall be released from any liability and the Purchaser shall not be entitled to terminate the contract, even partially, and/or to withdraw from it, nor to claim compensation for any damage suffered or to suspend payments.

In the case of ex-works sales (meaning transport at the Customer's expense), once 5 working days have elapsed without the goods being collected, FEC ITALIA shall be entitled to terminate the contract, without prejudice to FEC ITALIA's right to compensation for the damage suffered. In such case, any sums paid by the Purchaser may be retained by FEC ITALIA as compensation for damages.
The products are transported at the Customer's risk, even when transport is carried out using FEC ITALIA's own vehicles or by carriers appointed by it. Unless otherwise agreed in writing, FEC ITALIA fulfils its delivery obligation by handing the products over to the carrier or forwarding agent: from that moment the risks of loss, damage or deterioration pass to the Customer.
The Customer is required to check the condition of the products upon delivery and to enter the appropriate reservations on the transport document in the event of damaged packaging, visible damage or missing items, notifying FEC ITALIA thereof within the terms set out in the article Notice of Defects – Claims.

## 1.4 FORCE MAJEURE

FEC ITALIA shall not be liable to the Customer for any failure or delay in the performance of its obligations arising from events which, even with ordinary diligence, could not have been foreseen or avoided.
Such events include, by way of example but not limited to: unavailability, allocation or delayed supply of components, semiconductors and raw materials; interruptions or slowdowns in the supply chain and in transport; wars, threats of war, civil wars, acts of terrorism and their consequences; riots, strikes and labour disputes; measures, prohibitions or restrictions of any national, local or supranational authority, including embargoes and export control measures; natural disasters, fires, floods, adverse weather events; epidemics and pandemics; prolonged interruptions of energy supplies or communication networks; cyber attacks; and any other event beyond the reasonable control of FEC ITALIA.
Upon the occurrence of such events, delivery times shall be deemed extended for a period equal to the duration of the impediment. Should the impediment last for more than 90 days, either party shall be entitled to terminate the contract limited to the supplies not yet performed, without this entailing any obligation to pay compensation to the other party.

## 1.5 PRICES AND PAYMENTS

The prices indicated in FEC ITALIA's order confirmation are fixed and not subject to change.
By way of derogation from the foregoing, for orders with delivery deferred beyond 90 days from the date of the order confirmation, FEC ITALIA reserves the right to adjust prices if, between the date of the order confirmation and the delivery date, changes exceeding 10% occur in component procurement costs, transport costs or the

applicable exchange rates. The adjustment shall be notified to the Customer in writing; the Customer shall be entitled, within 10 days of receipt of the notice, to withdraw from the part of the order not yet performed.

Payments must be made exclusively to FEC ITALIA, with registered and operational offices in TAVAGNACCO (Udine), via Spoleto 4, irrespective of whether, by virtue of further agreements, they may be settled by means of bills of exchange or other equivalent instruments.

Invoices must be paid in accordance with the agreed due dates and conditions. The Customer may not suspend or delay payment for any reason whatsoever. FEC ITALIA may grant the Customer a specific extension of the originally agreed due date.

In the event of late payment of any amount, however small, FEC ITALIA reserves the right to suspend the delivery of products immediately and without notice, including products covered by a different purchase order.

In the event of failure to comply with the agreed payment terms, FEC ITALIA shall be entitled to charge default interest on late payments at the rate set out in Article 5 of Italian Legislative Decree No. 231/2002, in any case within the limits of Italian Law No. 108/96 (Usury Law), as well as all debt collection costs.
Pursuant to and for the purposes of Article 1456 of the Italian Civil Code, FEC ITALIA shall be entitled to terminate the contract by operation of law, by simple written notice to the Customer, in the following cases: a) failure to comply with the agreed payment terms; b) the Customer becoming subject to insolvency proceedings or to crisis and insolvency settlement procedures, or the mere filing of the relevant application or petition.
Pursuant to Article 1461 of the Italian Civil Code, should the Customer's financial situation become such as to clearly jeopardise the receipt of the consideration, FEC ITALIA shall be entitled to suspend any further supply, including supplies relating to other purchase orders, unless adequate security is provided. In the event of termination, the Customer shall forfeit the benefit of the payment term and all amounts owed to FEC ITALIA, even if not yet due, shall become immediately payable.

## 1.6 RETENTION OF TITLE

The sale is made with retention of title until full payment of the price indicated in the invoice relating to the goods delivered.

The issue of cheques, bills of exchange, drafts and assignments shall not constitute payment until they have been duly honoured. In the event of termination of the contract, FEC ITALIA may retain, as a penalty for breach, the instalments paid up to half of the price. FEC ITALIA's right to compensation for any further damage suffered remains unaffected.

In the case of payment by instalments, failure to pay even a single instalment entitles FEC ITALIA to take action to recover the entire amount.

## 1.7 LIABILITY AND LIMITATIONS

FEC ITALIA shall not be liable for direct and indirect damage to persons and/or property if the product defect that caused the damage did not exist at the time the product was sold.
Where FEC ITALIA is held liable for any damage caused by defects in its products, FEC ITALIA shall compensate solely for physical injury or personal injury and damage to personal property. All other types of damage are excluded.
With regard to damage to personal property, FEC ITALIA shall pay, for the damage caused, a maximum amount equal to the price paid by the Customer for the purchase of the product and/or service.
The limitations of liability set out in this article also apply to FEC ITALIA's suppliers, subcontractors and customers. Such limitations represent the maximum for which FEC ITALIA and its suppliers, subcontractors and customers are collectively liable.

Without prejudice to the limits set by law, FEC ITALIA shall under no circumstances be liable for the following:

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

## 1.8 NOTICE OF DEFECTS – CLAIMS

Any faults, defects and/or lack of quality of the products supplied must be reported immediately. Any notice and/or claim must be made, on pain of forfeiture, directly and exclusively to FEC ITALIA in writing, within the strict term of 8 days from the date of delivery of the product supplied, as regards faults, damage and missing items detectable upon delivery, and within the strict term of 8 days from discovery, and in any case no later than the expiry of the warranty period, as regards hidden defects.

Notice must be given by registered letter to FEC ITALIA, via Spoleto 4, 33010 Tavagnacco (UD), Italy, or by certified email (PEC) to fecitaliasrl@pec.it. The parties agree to exclude any other form of notification of product defects.

In any case, notices and/or claims, for whatever reason raised, shall not entitle the Customer to suspend payment for the supplies made by FEC ITALIA.

## 1.9 WARRANTY

Unless otherwise agreed, as may be indicated in the order confirmation sent by FEC ITALIA to the Customer, the warranty period is 12 months. The Customer may register the serial number of the purchased product within 60 calendar days of the date of the transport document evidencing the dispatch of the goods by FEC ITALIA, by accessing the dedicated Reserved Area on the website www.fecpos.it, thereby causing the warranty to start from the date of registration. Otherwise, the warranty period of the products runs from the date of the transport document evidencing the shipment of the goods by FEC ITALIA.

FEC ITALIA warrants the sound construction and quality of the products supplied, provided that they have been used correctly. In any case, FEC ITALIA accepts no liability for direct and indirect damage resulting from incorrect or improper use of the products supplied. In particular:

FEC ITALIA warrants that the products, at the time of delivery to the purchaser, are free from manufacturing defects.

During the warranty period, FEC ITALIA provides a repair service under the conditions described below and, in certain cases assessed at its sole discretion, replacement of the products.

The warranty does not cover the following:

1. Errors or damage resulting from improper use of the product (including the use of any capacity or other capability other than that intended by FEC ITALIA), accident, modification, unsuitable physical (storage or operating) or operational environment, or inappropriate maintenance.
2. Damage and breakage occurring during transport (where not at FEC ITALIA's expense) or due to wilful misconduct, carelessness, lack of skill or negligence, including any damage caused by incorrect supply voltages, supply voltage surges or incorrect power sources.
3. Damage caused by products for which FEC ITALIA is not directly responsible, or products procured or supplied by FEC ITALIA at the Customer's specific request.

4. Consumables or parts subject to wear (such as print heads, cartridges or magnetic media, etc.).
5. Uninterrupted or error-free operation of the product.

The warranty shall be deemed void if any identification label affixed to the product or its parts is removed or altered.
The warranty shall lapse in the event of non-payment or late payment of the price of the products to which it refers and shall remain suspended for the entire period during which the Customer is in default towards FEC ITALIA for any reason.
The Customer is prohibited, unless FEC ITALIA's prior written authorisation has been obtained, from proceeding, either independently or through unauthorised third parties, to remedy any faults, defects or non-conformities found, as well as from opening, modifying or repairing the products. Breach of this prohibition shall result in forfeiture of the warranty on the product concerned and in the inadmissibility of any subsequent claim relating to it.

These warranty conditions constitute the only warranties provided by FEC ITALIA on its products. Any other forms or conditions of warranty that may have been agreed are therefore excluded.

### 1.10 SPECIAL WARRANTY CONDITIONS

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

After that period, the criteria listed below apply:

| Defect type | Allowed defects |
|---|---|
| Bright sub-pixel defects | Maximum 2 |
| Dark sub-pixel defects | Maximum 4 |
| Total defects, including both bright and dark sub-pixel defects | Maximum 5 |

# 2 Repairs

### 2.1 REPAIR CONDITIONS

FEC ITALIA shall carry out the repair service exclusively at its own premises.

Repairs are carried out during the warranty period as provided for in the article above. All repairs carried out outside the warranty period shall be charged to and borne by the Customer.

Repairs chargeable to the Customer shall be carried out only upon receipt of a written order. Verbal orders or requests shall therefore not be accepted. Upon receipt of the repair request, FEC ITALIA shall issue a quotation for the cost of the work. The cost of issuing a quotation is €30.00 (+VAT). If the Customer confirms the repair order, the quotation costs shall be waived. The quotation is valid for 30 days.

If the repair order is not confirmed within 30 days of the date of issue of the quotation, the unrepaired product shall be returned to the Customer upon payment of the quotation costs and any transport costs.

Should further faults be found during the repair in addition to those previously diagnosed, FEC ITALIA shall be entitled to suspend the repair and to continue only after receiving a new written order from the Customer.

Repair work is in any case subject to the availability of spare parts.

The warranty on repairs carried out is valid for 6 months from the date on which the Product is returned to the Customer.

Warranty repair requests for damage caused by modifications or improper repairs carried out on the product by the Customer or by unauthorised third parties shall not be considered.

No liability is accepted for files/programs contained in the mass storage devices of Products sent in for repair by Customers.

If the Products under repair are not collected within two months of notification of completion of the repair, or are refused upon receipt, FEC ITALIA shall be entitled to dispose of the goods subject to repair, including the right to destroy the product.

In the event of non-payment by the Customer for supplies of Products and/or services, FEC ITALIA shall be entitled to retain at its premises the goods under repair owned by the Customer.

Repairs shall be carried out by FEC ITALIA exclusively in accordance with the terms described in these conditions.

## 2.2 PROCEDURE FOR SENDING MATERIAL FOR REPAIR

Before sending the Products to be repaired to FEC ITALIA, the Customer must request a return code (ticket/RMA) from the FEC ITALIA Help Desk. This code can be requested by accessing the dedicated Reserved Area on the website www.fecpos.it, or by email to supporto@fecpos.it;
To obtain the RMA code, the following information must be provided:
Company name, including address, telephone number and name of the contact person.
Product serial number: 14 upper-case alphanumeric characters beginning with a “0” (zero), for example “0P9GABFIF00001”. When sending a component, the serial number of the product in which the component was installed must be stated.
Description of the defect/fault found.

The product must be sent exclusively to the premises of FEC ITALIA SRL at via Spoleto 4 – 33010 – Tavagnacco (UD) – Italy
The product to be repaired must be accompanied by an appropriate transport document, stating “Repair” as the reason for transport and showing the RMA code.

Shipping costs for products under warranty:

- 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 borne entirely by the Customer.

## 3 JURISDICTION AND COMPETENT COURT

The parties agree and accept the Court of Udine (UD) as the exclusive competent court for any dispute relating to these conditions.

The parties further agree that these Terms and Conditions and any disputes shall be governed by and subject to the Italian laws in force.

## 4 PRIVACY

FEC ITALIA informs the Customer that personal data concerning the Customer, provided by the Customer or otherwise acquired by the seller in the course of its business activities, shall be processed in compliance with Regulation (EU) 2016/679 and therefore in compliance with the fundamental rights and freedoms and dignity of the data subject, with particular reference to confidentiality, personal identity and the right to the protection of such data.

The data controller is FEC ITALIA S.r.l., with registered office at via Spoleto 4, 33010 Tavagnacco (UD), Italy, who can be contacted at info@fecpos.it.
Data are processed for the conclusion and performance of the contract and for the related legal, administrative, accounting and tax obligations: the provision of data is necessary for these purposes and refusal prevents the performance of the relationship. Processing for promotional and marketing purposes is carried out only with prior consent, which is freely given, specific and revocable at any time.
The full privacy notice, containing the purposes and legal bases of processing, the categories of recipients, the retention periods, the rights of the data subject, how to exercise them and the right to lodge a complaint with the Italian Data Protection Authority (Garante per la protezione dei dati personali), is published at www.fecpos.it and is provided to the Customer upon request.

## 5 SPECIFIC APPROVAL OF CLAUSES

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has read and specifically approves in writing the following clauses of these General Terms and Conditions of Sale and Warranty:
1.2 (Contract approval – quality of material: effectiveness of orders subject to approval, tacit acceptance of the order confirmation, right to modify product characteristics); 1.3 (Delivery: merely indicative delivery times, exclusion of liability for delay, prohibition on suspending payments, termination for failure to collect, transfer of risk); 1.4 (Force majeure: exclusion of liability and right of termination); 1.5 (Prices and payments: prohibition on suspending or delaying payment, price adjustment, right to suspend deliveries, default interest and debt collection costs, express termination clause pursuant to Art. 1456 of the Italian Civil Code and suspension pursuant to Art. 1461 of the Italian Civil Code); 1.6 (Retention of title: penalty for breach and forfeiture of the benefit of the payment term); 1.7 (Liability and limitations: limitations and exclusions of liability and related caps); 1.8 (Notice of defects – claims: forfeiture terms and exclusive form of notice); 1.9 (Warranty: duration, exclusions, grounds for forfeiture and prohibition of independent interventions); 2.1 (Repair conditions: right to dispose of uncollected products, right of retention, exclusion of liability for data); 3 (Jurisdiction and competent court: exclusive jurisdiction of the Court of Udine).

Place and date _____

Customer's stamp and signature _____