

## Terms and Conditions

1. The general conditions presently in force are applicable to all purchases effected by the Client (Buyer) from Itelcond S.r.l. (Seller). These general conditions must not be exceeded, modified, deferred or, in any other way, altered, except if an official document is underwritten and signed by the Seller. Under no circumstances the general conditions adopted by the Buyer, printed on his purchase orders or any other document, will be deemed applicable to none of the purchase orders placed with the Seller. The execution, also partial, of the Buyer's order, or any other fulfilment from the Seller's side towards the Buyer, will not be valid and therefore not interpreted as tacit or implicit acceptance of any general condition decided by the Buyer, unless specifically agreed upon the Seller's legal representative.
2. The products manufactured or sold by the Seller are not designed to be used into devices or equipments to be inserted surgically into the human body or, in other words, suitable to examine or preserve the human life, or used in devices or systems for the nuclear applications. If the Buyer intends to utilise the Seller's products for its application in medical, nuclear, military and/or aerospace fields, he may do so only with prior request and receipt of a document signed by the Seller's managing director, certifying that these products are suitable to be applied in the above fields.
3. The Seller will accept purchase orders only after written confirmation of the order, sent to the Buyer.
4. Delivery dates shown in the confirmation order are only indicative and not binding. The Seller will do his utmost in order to respect the confirmed delivery date but, at the same time, does not take any responsibility for the eventual non-observance of the date. The delivery is linked to the payment of eventual amounts which are due and are related to previous supplies. Likewise also prices indicated in the confirmation order might vary according to increases in the energy or raw materials prices or changes in currency rates.
5. In absence of written agreements, orders are considered fulfilled with a tolerance of plus/minus 3% or plus/minus 5 pieces.
6. The technical specifications of the Seller's products are those contained in his last "Data Book" and are also traceable on his Web Site: [www.itelcond.it](http://www.itelcond.it). The technical specifications may also be those agreed upon between Seller and Buyer.
7. Seller's products will be free from vices and will be guaranteed for a period of 12 months from delivery date to the Buyer. The law decree No.24 of 02.02.2002 will not be enforced as these products are not considered as consumer goods. The warranty is effective exclusively towards the Seller's direct Buyer. Damages claimed by third parties, although if requested by Seller's direct Buyer, will be turned down.
8. The warranty does not cover products which are used incorrectly. Certain types of electric products, designed and manufactured to be used as basic components to be inserted in other electric devices, are anyway such that their performance is widely related to the way they are integrated in the final product and by its general characteristics. In the range of these basic components are included both active and passive components and notably the electrolytic capacitors.
9. Eventual defects or vices of goods will be promptly notified in writing and anyhow not after 8 days from the date of receipt of goods. In case of hidden defects, the above timing will start from the date of the discovery of these defects. In case of vices ascertained and reported in due time, defects or lack in quantity or quality of products, the Seller is entitled to the sole substitution of such products, repair or writing back of such products at his choice. In line with the most ample applicability of the law, any different and further responsibility is excluded for damages occurring to the buyer or third parties with regard to the utilization of the Seller's products. Samples, prototypes and products in development, will be delivered as they are and uncovered from warranty.
10. In case of missed and damaged products and units considered not in line with the technical specifications, the Buyer is entitled to inform immediately the Seller, who will decide how to proceed about the matter. No rejected goods will be accepted, unless previously authorized by the Seller. If an authorization number for the rejection (RMA) has been notified to the Buyer, such a number must be reported both on packaging and on documents accompanying the units rejected to the Seller. Products, travelling at Buyer's risk and danger, must be returned complete, not tampered with, non-welded, with their eventual accessories and adequately packed and delivered free factory of Seller. The assignment of the authorization number for rejection does not allow the Buyer to obtain the substitution of products, the credit of their value, and whatsoever responsibility on the Seller's side is not admitted. The Buyer is obliged to comply with the rules related to the re-exportation of the products to clients or countries, if the Italian law forbids export and sale towards them.
11. Goods are sold free factory of Seller and therefore the transportation risk is at total Buyer's charge. The delivery of products will be considered in every respect accomplished once the products are collected by the carrier or by the same Buyer at the Seller's warehouse.
12. The sold products will remain property of the Seller until totally paid by the Buyer. In case of delayed or missed payment the Seller may, at his discretion, request to re-enter into possession of unpaid products.
13. The Seller will not be liable if events, not due to his will, will prevent him to accomplish, partially or totally, the contractual obligations undertaken. The Seller will not assume responsibility for his products after the same are assembled on Buyer's equipments. The Seller will not be liable, no limitations admitted, for damages caused by the loss of warranty, contracts, or other legal matters, including loss of value, profit, capital, or expenses for the substitution of equipments.
14. Any dispute will be submitted to the law-court of Milan (Italy). Under any circumstance the contract will be exclusively governed by the Italian law.