



This document contains the General Conditions and Terms of Sale governing the purchase and sale between the companies: ITELCOND S.r.l. with production unit at Via C. R. Darwin, 19 in Settimo Milanese (MI) - (the Seller) and its Customers (the Buyers).

1. Definitions

Order: contains the list of products and services requested and any special conditions governing the relationship.

Order Confirmation: contains all the clauses that regulate more complex relationships in relation to the type of supply.

General Conditions and Terms of Sale: apply to all Supplies and may derogate from the provisions of a Contract or Order only if explicitly stated. They form an integral and substantial part of every quotation and order confirmation.

Terms of Carriage: Any reference to trade terms (such as EXW, CIP, FCA, FOB, CIF, DPU, etc.) shall be deemed to be made to Incoterms published by the International Chamber of Commerce and in effect on the date of this contract.

2. General Terms and Conditions.

These General Conditions and Terms of Sale apply together with the special conditions included in our order confirmation. In case of contradiction the special conditions shall prevail.

Delivery is subject to acceptance of these GENERAL CONDITIONS AND TERMS OF SALE (the "General Conditions and Terms of Sale" document). Seller's application of these General Conditions and Terms of Sale is stated in all order confirmations sent to its customers.

Acceptance, express or implied, constitutes a waiver by Buyer of the application of its Terms of Purchase. Any condition contained in the Order that modifies, conflicts with, or contradicts our General Terms and Conditions of Sale, unless otherwise specified, will be invalid and unenforceable. The Seller will not accept verbal agreements or commitments made by its representatives and/or agents; any waiver of these General Conditions and Terms of Sale will not be enforceable unless made in writing and signed by both parties by a delegate with proper signing authority.

The Seller reserves the right, at its sole discretion, to amend these General Terms and Conditions and Terms of Sale at any time, but is required to do so in writing or equivalent means and notify the Customer. The order shall constitute an irrevocable proposal to purchase but shall be deemed accepted by the Seller only upon confirmation of the order or execution of the order.

Technical Specifications, Product Characteristics, Modifications

The information and data contained in the "Technical Information" section should be considered an integral part of each capacitor family. Before using a Seller's product in any application, please read carefully the relevant specifications included in the catalogue. Improper installation or failure to comply with the limits of the technical parameters could result in damage to components, such as modification of their characteristics and decrease in their reliability and service life. Products manufactured by the Seller are made with the utmost care so as to be free from defects in design, materials, and workmanship, according to appropriate specifications and the requirements of international standards.

All drawings, descriptions, features, materials, and performance data furnished by Seller are as accurate as possible, but should be regarded as general data; therefore, they are not binding on Seller unless specifically agreed to in writing. Unless otherwise indicated, the dimensions of capacitors and the materials required for their manufacture may be subject to reasonable variations due to available raw materials or normal tolerances in the manufacturing process.

Data and specifications in Seller's catalogues may be subject to change without notice. Customers or Buyers should always refer to the Seller's official website (www.itecond.it) for current product specifications. Any information or data relating to the technical characteristics and/or specifications of the products contained in brochures, price lists, catalogues and similar documents shall be binding only to the extent that they are expressly referred to and mentioned in the Contract.

The Seller may make any necessary changes to its products, without altering their essential characteristics, without any obligation to notify where not expressly agreed.

3. Rescheduling and Order Cancellation.

For standard parts, cancellation of the purchase order may be made by Buyer no later than 4 (four) weeks prior to the scheduled delivery date by written notice; it will become effective only after issuance of revised order confirmation. Once the delivery date is confirmed and the delivery time is less than 4 (four) weeks, delivery cannot be postponed and the order cannot be cancelled by Buyer.

For customized parts (design-in with recognition part number or without), the purchase order shall not be cancellable by the Buyer after 24 hours from the date of issuance of the purchase order.

4. Delivery Times.

Delivery times stated in quotation and order confirmation are validated only after internal verification of production loads and subsequent confirmation of raw material supply. However, possible external causes may postpone adherence to the indicated delivery. The Seller does not guarantee a strict date for shipment and shall have no liability for any delay or non-performance, except in case of gross negligence or wilful misconduct.

If the Seller anticipates that it will not be able to deliver the products on the agreed date of delivery, it will inform the Buyer as soon as possible, indicating, the new expected delivery date. It is agreed that if a delay for which the Seller is responsible lasts for more than 10 weeks, the Buyer shall have the right to terminate the Contract with reference only to the products whose delivery has been delayed, upon written notice to the Seller.

Any delays caused by force majeure (as defined in Article 11) or by acts or omissions of the Buyer (e.g., the lack of necessary information for the delivery of the Products), shall not be considered as delays for which the Seller shall be held responsible and shall therefore not be entitled to terminate the Contract.

5. Delivery and Shipping - Claims

Unless otherwise agreed, delivery of the Goods shall be Ex Works (EXW). Exceptions, agreed in writing between the parties, shall always be stated in writing in the order and order confirmation. The Seller shall provide packaging material and properly pack the products. Any claim on the defectiveness of the products occurred during transportation, will not be ascribable to the Seller. In any case, whatever the delivery term agreed between the parties, the risks shall pass to the Buyer, at the latest, upon delivery of the goods to the first carrier. Any claims relating to the packaging, quantity, number or external characteristics of the products (apparent defects), must be notified to Seller, in writing within 7 calendar days from the receipt of the products, as per the date of delivery by the carrier. In the absence of such notice, the Buyer's right to assert such defects shall be forfeited. It is also understood that slight deviations in quality, colour, size and quantity do not constitute grounds for dispute.

It is understood that any claim or dispute shall not entitle the Buyer to suspend or delay payment for the Products and any other payment for any other supply.

The Seller shall have the right to invoice the Buyer for up to 5% more than the quantity ordered by the Buyer or a minimum of 8 units.

6. Pricing

Unless otherwise agreed, prices are in EURO €/unit of measurement, excluding taxes and duties, ex works.

7. Terms of Payment.

If the parties have not specified payment terms, payment shall be made as stated in the order confirmation. Unless otherwise agreed, any bank charges or fees including those



related to collection shall be borne by Buyer. In the event of late payments, Seller may apply bank interest charges to Buyer in relation to the actual days of delay. The rate of interest charged will be as provided in the statutory terms.

8. Legal Warranty and Warranty for Defects

The Products are covered by the standard warranty of 12 months from the date of shipment. This warranty will not extend to goods altered or repaired by anyone other than Seller or its authorized representative.

Seller warrants that the goods sold to Buyer are conform to Seller's standard specifications. It is further understood that all information and data contained in the catalogue sections are to be considered an integral part of each product series. Before using a Seller's product in any application, please read carefully the relevant specifications included in the catalogues. Improper installation or failure to adhere to the parameter limits stated in the catalogues or dedicated specifications could damage the products, change their characteristics, and reduce their reliability and useful life. It is understood that if the Buyer does not comply with all limitations, instructions, and guidelines included in the catalogues, the Supplier cannot be held responsible for any defects.

Catalogue specifications and information do not constitute a warranty of characteristics or properties in the legal sense. However, agreement on these specifications does not mean that the Buyer cannot demand replacement of individual defective products within the legal time limits; the Vendor will not assume any further liability beyond replacement of the defective products. This applies in particular to the further consequences of a component failure.

A single failure in a batch of delivered products shall not be taken as an indication of poor reliability of the entire production batch, but shall be understood as having incidentally reached end-of-life or infant failure within the defined failure rate for each type of series.

In customer applications that require a very high level of operational safety, and particularly in customer applications where the malfunction or failure of a passive electronic component or product could endanger human life or health (e.g., in accidents and/or in accident prevention of life-saving systems), appropriate design of the customer application must be ensured. All product-specific warnings, precautions, and notes must be followed.

Cooperation between the Buyer and the Seller is fundamentally valuable in solving problems or when a failure occurs. In the event of a failure, the Buyer must provide immediate communication to the Vendor with a detailed description of the failure, stating the operating conditions, the type of failure, the type of application, and the number of defective parts possibly expressed as a percentage of the entire quantity used. It is mandatory to know the original batch of the goods as printed on the product case or as labelled on the box, as well as the date of delivery and other relevant data obtained from billing and shipping documents. Defective products must be sent to the Seller for analysis, packaged to avoid further damage other than that detected.

Given the particular function and construction of the goods, they shall be returned untampered to permit the best analysis of the same that would otherwise not be possible.

9. Limitation of Liability.

When ascertained, the Seller's liability shall in any event be limited to the replacement or repair of the goods only, after receipt of notification from the Customer and after the conditions of return have been agreed upon. Any discarded components must be packaged and adequately protected in order to avoid any additional damage to the originally detected failure or problem, while still ensuring the integrity of the material and protection from environmental conditions.

Seller shall not be liable for any damage to persons or property, of any nature whatsoever, resulting from improper installation, use, or application of its product if Buyer fails to comply with all limitations, instructions, and guidelines included in the product specifications and catalogue.

Seller shall not be liable for any defect due to accident, wear and tear, negligent use, tampering, handling, improper shipment, operation and storage, or any other default by any person other than Seller.

Where the Purchaser's applications require a very high level of operational safety and, in particular, in customer applications where the malfunction or failure of a passive electronic component could endanger human life or health (e.g., in the event of accidents) health (e.g., in the prevention of accidents of life-saving systems), it must be ensured through appropriate design of the customer's application or other actions taken by the customer (e.g., installation of protection or redundancy circuits) that no injury, failure, or damage to third parties will occur in the event of malfunction or failure of a passive electronic component. All product warnings, precautions, and guidelines must be followed. To the fullest extent permitted by the foregoing statements, in no event shall Seller or its referenced dealers be liable for damages of any kind (including, without limitation, special, incidental, consequential, or indirect damages, for personal injury, loss of business profits, business interruption, or any pecuniary loss) arising out of the use of or inability to use Seller's products. In the event of product liability claims by third parties against the Seller, which are not the responsibility of the Seller, the Buyer shall hold the Seller harmless.

If the claim is accepted by the Seller and such defects have been timely notified in accordance with Article 8.6, the Buyer shall hold the Seller harmless. Seller's liability shall be limited to the replacement or repair of the goods only, after confirmation of notification by Buyer. Seller shall not be liable for any damage to persons or property of any kind resulting from improper installation, use or application of its product or in the event Buyer fails to comply with all limitations, instructions and guidelines included in product specifications and catalogues. The Seller may elect to repair or replace products that upon analysis by the Seller are shown to be defective in origin. Products repaired or replaced under warranty will be subject to the same warranty as standard products from the date of repair or replacement. Before returning any product, Buyer must receive Seller's consent.

10. Reservation of Ownership.

It is agreed that the Products delivered shall remain the property of the Seller until full payment is made by the Seller. Reservation of title shall extend to Products sold by Buyer to third parties and the price of such sales, subject to the maximum limits established by Seller.

11. Force Majeure.

Either party shall have the right to suspend the performance of its contractual obligations when such performance becomes impossible or unduly burdensome due to unforeseeable events beyond its control, such as strikes, boycotts, lockouts, fires, war (whether declared or not), civil war, riots, revolutions, requisitions, embargoes, power black-outs, procurement or delay in delivery of components or raw materials.

The party intending to make use of this clause shall promptly notify the other party in writing of the occurrence and termination of such force majeure circumstances.

If the force majeure suspension continues for more than six weeks, either party shall have the right to terminate the Contract upon 10 days' written notice to the other party.

12. Jurisdiction and Applicable Law

The validity, interpretation and performance of this Contract and any purchase order issued under this Contract shall be governed by Italian law.

Any dispute relating to the performance or interpretation of this Contract shall be subject to the exclusive jurisdiction of the Court of Milan, with the express exception of any other competent jurisdiction under the Italian Code of Civil Procedure.

