

# General conditions of sale and supply

## 1. Validity

These General Sale and Supply Conditions shall apply to and be incorporated into any sales and supply agreement signed between ThermoKey S.p.a., Via Dell'Industria n. 1, 33050 Rivarotta di Teor (UD) (hereinafter, "ThermoKey") and the Client (hereinafter "the Client").

The application of any different term and condition whatsoever, even if applied by the Client pursuant to reference made to its own purchasing or contractual provisions, is expressly excluded. Any modification to the conditions herein, shall be endorsed by ThermoKey in writing, which will have the right to establish specific different conditions in each offer or order confirmation, and such specific condition will prevail over the present general conditions. Client acknowledges to be aware of the contents of these general sale conditions, available at [www.thermokey.com](http://www.thermokey.com).

## 2. Offers, orders and completion of the contract

ThermoKey's offers are not binding and mandatory.

The orders shall be valid only if issued in writing and sent to ThermoKey, also by telefax or by e-mail, to the addresses communicated by ThermoKey itself.

No contract shall be considered as made between ThermoKey and the Client until ThermoKey will have confirmed the Client's order in writing, through the order confirmation acknowledged by the Client.

After the order confirmation, the order cannot be cancelled, without ThermoKey's written consent.

## 3. Characteristics of the Products – Modifications

Any information or data relating to features and/or specifications of the products contained in dépliants, price lists, catalogues and similar documents are indicative and not binding.

ThermoKey reserves the right of making any change to the products, which, without altering their essential features, appear to be necessary or suitable.

In case of products not included in the catalogue, ThermoKey reserves the right of making approved in writing by the Client the structural project before starting the manufacturing.

Any costs or expenses due to any extra-catalogue change of the product or subsequent to the approved structural project, as requested by the Client and considered feasible by ThermoKey, will be totally born by the Client. The Client will bear also any other modification, integration, service or costs and expenses requested by the Client and not expressly included in the order confirmation.

## 4. Prices and payments

Unless otherwise agreed, price is fixed in the order confirmation and has to be considered in Euro, for, each unit of Product, always net from VAT and net from packaging and transport costs.

Terms of payment are indicated in the order confirmation and, if not indicated, are to be considered as payment in advance. Terms of payment are compulsory and therefore ThermoKey does not accept discounts, reductions or rounded figures.

Payments have to be made directly at ThermoKey headquarter or at one of the Banks indicated by ThermoKey. Any

default of the agreed payment terms will lead to the application, on the amount due thereof, of the interests calculated pursuant to the Italian Legislative Decree no. 231/2002, without need of any placing in default.

Payment shall be due in total as agreed, even in case of delay in delivery or in case of damage or loss, partial or total, during the transportation, not depending by ThermoKey.

## 5. Price revision

Price indicated in the order confirmation, except differently indicated, will be kept up to the delivery date indicated in such order confirmation. If the delivery date, following a request of the client or for reasons not depending on ThermoKey, is deferred, ThermoKey reserves the right to applying to the Client eventual prices increase, as well as eventual storage charge.

If the delivery term requested by the Client exceed 3 (three) months from the order date, ThermoKey reserves the right to revise the prices at the delivery date.

## 6. Delivery and transport

Except for otherwise indicated in the order confirmation, the products are sold Ex Works ThermoKey's factory. All costs related to the transportation of the products are born by the Client.

Upon delivery to the Client, shipper, carrier or to whoever is in charge of the transportation and, in any case, when the products leave ThermoKey's factory, the liability of whole or partial loss of the products is transferred to the Client.

The delivery date is set out in ThermoKey's order confirmation. Unless agreed in writing, this date is indicative and not binding.

If ThermoKey, for reasons not depending by its will, is unable to deliver temporally or permanently the Products because of an event of force majeure and/or Act of God (i.e.: earthquake, strikes, lock-out, lack of means of transportation, authority ordinance, floods, etc.), ThermoKey will promptly inform the Client and will be excused and released from all delivery and indemnification obligations towards the Client, for the entire duration of the period in which the impediment and its effects last.

If the Client will not comply with any of the terms and conditions of the supply or sale, even in part, or if it changes its name and/or its ownership, or in case the Client delays payments, even towards other creditors, ThermoKey shall have the right to stop any delivery, even for confirmed orders, and to change the payment terms.

In any case, ThermoKey reserves the right to reduce the credit limit, if any, granted to the Client, if the general market conditions change, or new facts and/or circumstances change the actual business condition of ThermoKey. In the order confirmation is indicated if a packaging of the product is provided, and, unless differently indicated, the packaging is standard.

Extra packing has to be required previously by the Client and be confirmed in the order confirmation.

## 7. Warranty

ThermoKey gives a generic warranty for manufacturing fault of its products, for 24 months from the invoice date. The warranty consists on and is limited to the repairing or substitution of the defective component or of the single defective part, provided, however, that they prevent the correct Product functioning and provided also that they exists since the origin.

The warranty does not cover and is not extended to defects or damages caused by the transport or caused by negligence in the use or by product direct or indirect manumission or caused by repairing, single components substitution, upkeeps made by non ThermoKey authorized subjects, or due to technical inexperience, or by way of any circumstances independent from ThermoKey will.

When warranty applies, cost for labour, travel and board expenses of the intervening personnel at the Client's premises or where the product is installed are at Client's charge.

The Client will promptly indicate to ThermoKey the place where the repair has to be conducted and all other technical information (such as model, products serial number, required times for the intervention, installation, installation's schema where the product is installed, indicated defect, complete address, telephone and fax numbers and contact persons of the company) and all necessary authorizations in order to reduce the repair time and to simplify the identification and the solutions of the issues.

The Client, pain the forfeiture of the guarantee, has to notify to ThermoKey the defectiveness or the defects eventually found, within 8 days from their appearance, and however not beyond 12 months from the invoice date. The warranty decays if the Client does not observe the payment conditions or if the breakdowns are caused by the Client itself, its employees or third person.

## 8. Goods Return

Except for specific cases accepted in writing, ThermoKey does not accept any goods return. Before any return procedure, the Client has to make a written claim and the good return has to be previously authorized in writing by ThermoKey.

Cost and expenses of the return are born by the Client and the goods are carriage paid to ThermoKey's factory. ThermoKey reserves the right to inspect the returned goods to verify the warranty applicability and, in case of verification of a fault due to ThermoKey, it will provide to substitute the defective products, or to issue a credit note, only if the warranty is still valid. On the contrary, the goods will be sent back to the Client with transport charges to be paid by the Client itself.

## 9. Claims and complaints

The Client shall inspect the delivered products and notify ThermoKey, in writing, of any defects found or that may be found upon a preliminary inspection, or any other claim related to the products. If the Client fails to make such notification within 8 (eight) days from the delivery, the products will be deemed as finally accepted and in compliance with what set forth in the contract, provided, however, that the Client can report any not evident defect within 12 (twelve) months from the invoice date; in any case the notification of the defects must be communicated to ThermoKey no later than 8 (eight) days from the discovery thereof, and the Client sole and only remedy will be limited to the warranty provision as set forth above.

It is understood that possible objections concerning part of the goods delivered or a single shipment of the same shall have no effect on the rest of the order nor on the payment of the goods already received and not promptly challenged.

## 10. ThermoKey's Intellectual Property

The Client expressly recognizes that trademarks, commercial names or other distinctive marks on the goods are in the exclusive property of the ThermoKey and will not be altered, changed, removed or cancelled in any manner. The Client has the limited right to use trademarks, commercial names or other distinctive marks, as well as other industrial exclusive right or Know how (productive or commercial) associated with the goods - which nonetheless remain in the exclusive property of ThermoKey - to the limited purpose of the resale of the goods to the final consumer. Any other utilization of the ThermoKey Intellectual Property by the Client, if not expressly granted by ThermoKey in writing, will be considered an infringement of the exclusive rights of ThermoKey, and a breach of contract, and will be therefore prosecuted.

## 11. ThermoKey's Industrial Property

The documents, drawings, data and information (both in written papers and on electronic support) which should be

delivered to the Client, remain exclusive property of ThermoKey and constitute a support for a better representation of the product and are significant of the general performances of the product itself.

The Client engages itself not to reproduce them, neither to disclose them to a third party, and he engages himself to undertake the proper precaution towards staff in order to grant the above protection.

## **12. Sales with property reserve**

ThermoKey reserves the ownership of the products, paid by instalments or deferred and the ownership will be transferred to Client only on completion of the entire payment, ex Section 1523 of the Italian Civil Code, provided however that all the risks connected to the products are transferred to the Client at the delivery date.

## **13. Governing Law - Jurisdiction**

The sales contract shall be governed and construed in compliance with Italian law.

The Court of Udine – Italy - shall have the exclusive jurisdiction in any dispute arising from or in connection with the sale or supply relationship, its agreement, performance or breach whatsoever.

## **14. Information on handling of personal data**

### **Regulatory framework and purpose**

Pursuant to Articles 13 and 14 of EU Regulation 2016/679 (GDPR), ThermoKey S.p.a. hereby informs that it will process the personal data of Clients, suppliers, collaborators, and subjects who have voluntarily provided their data, directly or indirectly, via telephone, website, telefax, or e-mail. ThermoKey guarantees that the processing of personal data shall be carried out in compliance with the fundamental rights and freedoms, as well as the dignity of the data subject, with specific reference to confidentiality, personal identity, and the right to personal data protection.

### **Object and scope of data processing**

All data communicated by the data subjects are used exclusively for requirements related to ThermoKey's economic activity, in particular for: (i) personal data registration and the processing of the corporate database; (ii) the issuance of shipping documents, invoices, and credit notes; (iii) the preparation of estimates and offers for current and/or potential Clients; (iv) requesting offers from current and/or potential suppliers; (v) the management of ordinary accounting and VAT; (vi) the management of receipts and payments; (vii) the processing of technical or commercial information regarding Client satisfaction on the quality of services and products, in order to improve market orientation; (viii) the exchange of information concerning the administrative, commercial, and trading activities of the company via telephone, mail, courier, telefax, e-mail, and reserved areas of the website; (ix) compliance with obligations set forth by law, regulations, Community legislation, and civil and tax rules.

### **Communication and dissemination of data**

Where necessary for the purposes set out above, personal data may be communicated to: (i) subjects whose right to access the data is recognized by law; (ii) ThermoKey collaborators within the scope of their respective duties and contractual obligations; (iii) post offices, shippers, and couriers for the delivery of documentation and/or goods; (iv) natural or legal persons, public or private (law, tax and labor consultancy firms, payroll processing companies, judicial authorities, chambers of commerce, labor offices), whenever the communication is necessary or functional for the performance of the company's business; (v) banking institutions for the management of receipts and payments deriving from the execution of agreements. In such contexts, only the data essential for the specific purpose of the transfer will be disclosed.

### **Nature of provision and retention**

The provision of data by subjects intending to establish a commercial relationship with ThermoKey is optional; however, failure to provide such data may result in the impossibility of initiating the relationship or may affect its regular development and related legal requirements. The data are stored at ThermoKey's registered office for the period prescribed by current tax and civil regulations.

#### **Processing methods and security**

Processing is carried out both on paper support and through electronic tools, observing every precautionary measure that guarantees its security and confidentiality, in compliance with the technical and organizational security measures provided for by Art. 32 of the GDPR.

#### **Data controller**

The Data Controller is ThermoKey S.p.a. – Via Dell'Industria n. 1, 33050 Rivarotta di Rivignano Teor (UD), represented by its legal representative pro tempore.

#### **Rights of the data subject**

Pursuant to Articles 15 et seq. of the GDPR, the data subject has the right to: (i) Obtain confirmation of the existence of personal data concerning them and the communication thereof in an intelligible form; (ii) Obtain indication of the origin of the data, the purposes, and methods of processing; (iii) Obtain the updating, rectification, integration, erasure (right to be forgotten), or portability of the data; (iv) Object, for legitimate reasons, to the processing of data, or object to processing for the purpose of sending advertising material, direct sales, or market research; (v) Lodge a complaint with the Data Protection Authority. The aforementioned rights may be exercised by means of an informal request addressed to the Data Controller, including by registered letter, telefax, or e-mail.

**Client's signature** \_\_\_\_\_

Acceptance of the clauses of paragraph: 5, 7, 8, 9, 10, 12, 13.

**Client's signature** \_\_\_\_\_