



Art. 1 – Contractual regulations

1.1. These General Sales Conditions (hereinafter "GSCs") of CONTROL LOGIC S.r.l. with registered office in Milan, via Ennio n. 25 (hereinafter, for the sake of brevity, "Control Logic" or "Vendor"), that may also be downloaded in pdf format at the following web address: www.controllogic.it, except for any derogations that are specifically agreed in writing, govern all the supply and sales contracts for the purchasing party (hereinafter, for the sake of brevity, "Purchaser") that has registered office in Italy or abroad, with regard to the products brought and sold by the Purchaser on the basis of orders sent to the Vendor and accepted by the same with the appropriate Order Confirmation.

1.2. None of the Purchaser's general purchasing conditions shall be applied to the relations between the parties unless expressly accepted in writing, these GSCs being considered to prevail; even in this case however, unless excepted by written derogation, they shall not exclude the efficacy of these GSCs with which they shall anyway be coordinated; in cases where the contents are in conflict, these GSCs shall prevail.

1.3. All the sales contracts between the parties as well as these GSCs are intended governed by the Italian law or, in the case of international sales, by the Convention of Vienna of 1980 regarding the sale of moveable goods.

1.4. Possible uses and/or practices established between the parties are not binding on Control Logic.

Art. 2 – Formation and purpose of the contract

2.1. The order formulated by the Purchaser is a definite and irrevocable contract proposal.

2.2. The sending of an order by the Purchaser, whatever the form in which it is sent, entails the simultaneous and full recognition of these GSCs as well as the knowledge and acceptance thereof.

2.3. Orders are considered accepted, subject to the approval that Control Logic reserves the right to give, in its exclusive, final judgement, by the undertaking of responsibility for the order proposal by sending the appropriate confirmation.

2.4. Control Logic is free to modify and update its GSCs, its current price list, as well the products it offers at any time. In the case of a written offer, the conditions indicated therein shall be kept valid for the Purchaser for the duration of 6 months, excluding the delivery times that shall be confirmed at the time of the order on the basis of warehouse availability.

2.5. Any Control Logic errors of printing, writing and calculation in the offer, order confirmation or invoice that can be seen through ordinary diligence do not bind the Vendor who reserves the right to calculate any differences later.

2.6. Any sending of advertising material (catalogues, brochures, price lists or other material describing the products), by Control Logic, that does not expressly bear the wording "offer" or the equivalent, does not constitute a sale proposal does not bind Control Logic.

Art. 3 – Technical data and documents; samples

3.1. The data relative to the technical descriptions of the products, the way they are used, the regulations regarding ordinary and extraordinary maintenance, the dimensions, the performance, colours, weights, prices and other data relative to the products in the catalogue are contained on the relative technical data sheets and in the user manual to which reference is made for everything that is not expressly disciplined and stated in this document.

The characteristics of the samples and models by Control Logic possibly sent to the Purchaser are merely approximate in nature. This data is only binding to the extent to which it is expressly mentioned as such in the offer and/or in Control Logic's written confirmation of the order. No declaration or advertising by third parties shall bind Control Logic in any way.

3.2. Control Logic shall supply, together with the product, the technical documentation that it considers necessary or that has previously been agreed with the Purchaser, relevant to it and in conformance with the provisions of the reference technical standards. In any case, the technical documentation shall be requested by the Purchaser at the time the request for an offer is made.

Art. 4 – The Vendor's liability

4.1. Goods produced by the Vendor, or those for which the Vendor handles the marketing of exclusively, are made in conformity with the standards in force in Italy and in the European Union; the Purchaser assumes the entire risk of any deformity between the Italian standards those of the country of destination of the products, holding the Vendor indemnified.

4.2. Control Logic cannot be considered liable for harm or damage caused to people or things, originated from the products sold. The installation of the products is the integral and exclusive responsibility of the Purchaser, so Control Logic cannot in any case and for any reason be considered responsible for faults and/or defects deriving from the installation of the product sold. The Purchaser must carry out the installation be careful to follow the instructions in the relative user manuals, to the letter. The Vendor, moreover, may not in any case be considered responsible for the incorrect adherence to the specific instructions provided; in no case may it be considered liable for indirect or consequential harm or damage such as by way of example and not limitation, economic or financial losses, loss of clients, harm or damage to imagine, production stoppages or loss of profits.

4.3. Without prejudice to what is provided for above, the Purchaser shall indemnify Control Logic in all actions by third parties founded on liability originating from products sold to him and give compensation for the harm or damage deriving from the claims in question.

Art. 5 – Delivery

5.1. Unless agreed differently between the parties in writing, Control Logic shall deliver the products with transportation costs prepaid. The transportation cost shall in any case be considered and without an agreement to the contrary, the responsibility of the Purchaser with an estimate prepared by Control Logic, it being understood that the risks associated with the transport remain however the exclusive responsibility of the Purchaser.

5.2. The delivery dates of the Product are intended as approximate and not obligatory for the Vendor, and are expressly agreed with the clause "barring unforeseen circumstances".

5.3. The terms are intended calculated for working days to run from the date of the conclusion of the individual sale; every modification or supplement regarding the order requested by the Purchaser shall mean the period of the term shall start again and a new order confirmation shall be issued.

5.4. The Vendor, regardless of what the return terms chosen for the implementation of the transport is intended exempt of responsibility for delays in delivery and immune from indirect or direct harm or damage deriving in consequence of the delay without prejudice to the hypothesis of intention or gross negligence that can be attributed to it.

All liability for delays in the supply due to the following is excluding:

- a) Total or partial non-compliance with the payment conditions by the Purchaser, the latter being able to take advantage of the power laid down in articles 1460 and 1461 of the civil code; Control Logic will not be required to follow up on the shipment of the product until the impediment has been overcome;
- b) Causes of force majeure or unforeseen accident;

5.6. It is understood that no claim or dispute entitles the Purchaser to suspend or anyway delay payment for the products that are the subject of the dispute or, much less, for other supplies.

5.7. If the Vendor has authorised the total or partial return, the goods must in any case be returned promptly in precisely the same conditions they were supplied in without damage, signs of wear or tampering or any other condition not present at the time of the delivery. Unless otherwise agreed, all the costs for implementing the return are understood as being the sole responsibility of the Purchaser.

5.8 Any insurance cover on goods being shipped and transport commissioned by the Purchaser shall be the exclusive responsibility of the latter, Control Logic not being liable for said charge unless otherwise agreed with the Purchaser.

Art. 6 - Prices

6.1. The prices specified by Control Logic in the offers, in the offer confirmations and on the invoices are based on the current price list and are expressed in Euro with VAT excluded, in force on the day that the order is confirmed and on the evaluation of Control Logic.

6.2. Control Logic invoices are considered accepted if they are not disputed in writing by the Purchaser within 10 (ten) days of their receipt beyond which time said right to dispute will not be valid.



Art. 7 – Payment

7.1. The methods of payment and the relative terms are those agreed beforehand with Control Logic in the individual order or in the individual invoice; they must be made on the basis of the methods specified by the latter.

7.2 Payments by the Purchaser may not be suspended or deferred for any reason or cause even if disputes arise with the Vendor. Any delay or irregularity in the payment shall entitle Control Logic to suspend the supplies and/or to terminate the contracts and/or annul the orders being filled, even if they have nothing to do with the payments in question, as well as to the right of compensation for any damage. Interest for arrears will be payable to be calculated from the due date of the payment in the amount specified in Legislative Decree 192/2012.

7.3 Payments must be made in Euro regardless of the Purchaser's currency.

7.4 Under no circumstances may the Purchaser reduce or offset the price with receivables from Control Logic however they have come about, unless previously authorised in writing by the latter. For the allocation of the payment reference is anyway made to the provisions of art. 1193 para. 2 of the civil code

Art. 8 – Retention of title

8.1. If the payment should be made, wholly or in part, after delivery, the products delivered remain the property of Control Logic until the time of complete payment of the agreed price pursuant to art. 1523 of the civil code

8.2. Control Logic shall have the right to repossess any product sold with retention of title and the Purchaser shall bear the costs thereof and Control Logic shall withhold any sum received as payment by way of penalty. The retention of title extends to products sold by the Purchaser to third parties and the price of these sales up to the maximum limits allowed under the law of country of the Purchaser that regulates this clause.

Art. 9– Warranty

9.1. In derogation of article 1490 et seq. of the civil code and unless agreed differently in writing between the Parties, the duration of the warranty on the products of which Control Logic is exclusively the vendor, is 2 (two) years while the warranty on the products directly made by the Vendor, has a duration of 10 (ten) years. In any case, for anything not expressly indicated in this article, express reference will be made to the indications in the current price list to be understood to be fully referred to in this document. The warranty period shall run from the date of delivery to the carrier. Control Logic does not provide any type of technical assistance on site for the products sold, so, should the Purchaser complain of fault in the product purchased, Control Logic shall not send its specialised technician to the site indicated by the Purchaser, reserving the right to assess the possible replacement of the product; the delivery of the replacement product as well as the return of the defective product, shall be the exclusive responsibility of the Purchaser, unless agreed differently expressed by the parties.

9.2. The warranty will not operate with regard to those products the defects of which are due to: (i) damage caused during transport; (ii) negligent or improper use of the products by the customer; (iii) the incorrect conservation of the products on the basis of the methods indicated; (iv) the incorrect installation of the products overseen by the Purchaser.

9.3 The warranty is not operative in the case where the Purchaser decides arbitrarily to suspend or delay payment for the product.

9.4. Any claim must be made in writing and must detail the disputed faults, defects or non-conformances contested as well as reference to the relative invoice or order Control Logic confirmation. Furthermore, at the request of Control Logic, the claims must be accompanied by adequate photographic documentation. Non-complete claims shall have no effect.

9.5. If a claim is totally or partially unfounded, the Purchaser shall be obliged to compensate Control Logic for the costs the latter has incurred for the investigation.

9.6. Under no circumstances may the Purchaser enforce the rights of the warranty against Control Logic if the price of the products have not been paid under the conditions and terms agreed, even in the case where the non payment of the price under the conditions and in the terms agreed refers to products other than those for which the Purchaser intends to enforce the guarantee. Payment, even late payment, will entail the resumption of the efficacy of the guarantee until its original expiration date.

9.7. Control Logic shall not be responsible for any damage at all deriving from and/or connected to the defects of the products. In any case, Control Logic shall not be considered liable for indirect or consequential damage of any type such as by means of example, compensation for damage, stoppages, loss of earnings etc.

Art. 10 – Force majeure

In all the cases of force majeure that should arise (by way of mere example and not limitation: even partial lack of supplies and raw materials, significant or unforeseen increases in the price thereof, fire, collapses, floods, transport disruptions, strikes, lock outs or other similar events that impede or reduce the productive capacity of Control Logic or block transport between Control Logic's plant and the place the products are destined for), Control Logic shall have the right to extend the products' delivery time to be agreed between the parties. After the terms of the extensions agreed have elapsed and the situation of force majeure continues, the Purchaser can terminate the contract, through written communication to Control Logic by means of registered letter with acknowledgement of receipt, sent in advance by fax and or e-mail. Control Logic shall not however be liable for any obligation of compensation to the Purchaser for any direct or indirect damage connected with or deriving from the delayed nor non-performance of the contract.

Art. 11 – Withdrawal

The Vendor reserves the right to withdraw from the contract and/or the single order if it becomes aware of circumstances that put in doubt the solvency of the Purchaser for the payment of the price under the terms agreed.

Art. 12 –General provisions – Applicable Law – Competent Court

12.1 The place agreed for the performance, the payment of the price and for the fulfilment of all the obligations deriving from the legal relationship between Control Logic and the Purchaser is Milan.

12.2. These general sales conditions, as the individual supplies of the products from the Vendor to the Purchaser are regulated solely by Italian Law; the Convention of the United Nations of 11 April 1980 on the International sales of moveable goods (**Convention of Vienna / CISG**), is applied to the extent to which its provisions are not in contrast with these general sales conditions. For the purposes of interpreting the terms of return and possibly other commercial terms used by the parties, reference is made to **INCOTERMS 2000** of the International Chamber of Commerce, taking into account the regulations provided for in these general conditions.

12.3. The conclusion of the contract - and in particular agreement over the competent court and the inclusion of these general sales conditions – as well as the rights and duties of the parties – pre-contractual liability and accessory obligations included - and its interpretations are regulated exclusively by these GSCs, by the Italian Civil Code or, for what is not regulated therein, the Convention of Vienna.

12.4. For any dispute regarding to the conclusion, validity, interpretation, execution and resolution of the supply and of the contractual relations deriving from these GSCs, the Italian Legal Authorities and, in particular, the Court of Milan will be exclusively competent, with which the parties have intended to exclude the competence of any other jurisdiction and possibly competing court.

12.5. These general conditions are drafted in duplicate, Italian and English versions; if the two versions contrast with each other, the text in Italian will be considered the authentic text that prevails for the purpose of their interpretation.

Art. 13 - Confidentiality

Any production or commercial information concerning Control Logic that the Purchaser may learn of during the supply (including by way of example and not limitation: technical information, drawings, specifications, commercial conditions) even if not covered by patent, must be treated as essentially confidential and shall not be used or divulged in the absence of written authorisation.

Art. 14 – Final provisions

14.1. Any communications between the Parties shall be sent to the respective addresses seen from the commercial correspondence. Any communication, declaration, notification etc. must be drafted in Italian or, in the case of a foreign purchaser, in English unless otherwise agreed between the parties.

14.2. If Control Logic omits, at any time to: a) enforce any provision of these GSCs, or b) to ask the Purchaser to perform any provision of these GSCs, that may not be understood as the present and future waiving of this provision shall not influence Control Logic's logic to later enforce any one of the provisions at a later date, in any way at all. The express waiving of any of the provisions of these GSCs by Control Logic shall not constitute a waiving the right to demand the Purchaser respect them in the future.