

## GENERAL CONDITIONS OF SALE, SUPPLY AND WARRANTY

### 1. GENERAL - APPLICABILITY

Commercial relations between DTI Srl and customers are governed exclusively by these General Conditions of Sale; these conditions can be replaced by specific written agreements. In the absence of written derogatory agreements, the clauses of these General Conditions of Sale will be effective for all contracts that will be stipulated between the parties from the moment of signing and for an indefinite period, without prejudice to the possibility for both parties to give them notice with effect for all orders sent subsequently and subject to the right of the party affected by the cancellation to refuse such orders.

These General Conditions of Sale apply whatever the subject of the sale and therefore always with reference to:

1. products in the DTI catalog or in any case serial;
2. DTI products created on the basis of Customer specifications;
3. DTI products created on the basis of the Customer's design specifications, where DTI Srl is required to merely create and implement the Customer's product, DTI Srl being prevented from making any design observations.

The sales relationship is governed exclusively by the agreements referred to in these General Conditions of Sale. The parties may agree on any changes, additions or derogations to the aforementioned General Conditions of Sale, which must be in writing in the documents containing the request for a sale offer from the purchasing party and the relative acceptance by the selling party.

These General Conditions of Sale, unless otherwise agreed:

- annul any different clause that is printed or handwritten on the offer requests, on the orders or in the correspondence of the purchasing party;
- prevail over the general conditions set out in the purchase order of the purchasing party;
- imply the complete and unreserved acceptance of the purchasing party, once the purchase order has been sent to the selling party.

### 2. REQUESTS AND OFFERS

The purchasing party's requests for offers must be sent to the addresses better specified below, indicating the subject of the request and any terms/conditions deemed essential for the purposes of the order.

Offers sent in response by the selling party

- do not represent an order or contract proposal, but an order solicitation;
- are not binding for the selling party, unless otherwise and expressly indicated;
- are always understood to be subject to the availability of the goods, in the case of catalogue or serial products.

### 3. ORDERS AND ORDER CONFIRMATIONS - Withdrawal and penalty fine

The order of the purchasing party is understood to be finalised for all purposes upon the written order confirmation of the selling party.

The content of the order confirmation prevails in all its parts over the terms indicated by the purchasing party in its order. If within 10 days from the date of receipt of the order confirmation, the purchasing party has not provided written notification of any dissent, the latter will be deemed tacitly obliged.

After completion of the order, the customer may withdraw in whole or in part within 90 days of the expected delivery date. In the event of a withdrawal permitted under the foregoing, DTI will be entitled to claim as a penalty an amount equal to 35% of the total value of the revoked order if the withdrawal is communicated within 15 days after the sending of the order confirmation and an amount equal to 65% of the total value of the revoked order if the withdrawal is communicated subsequently.

### 4. FORECAST ORDERS

In the event that a yearly delivery forecast plan has been agreed with the Customer, the forecast shall be considered binding in the following terms.

DTI S.r.l. undertakes to keep in stock raw materials and semi-finished products in such quantities as to guarantee production and delivery according to the forecast plan received. Should the forecast purchase quantity not be reached for any reason attributable to the Customer, the Customer will be obliged, at the discretion of DTI S.r.l. a) to purchase in the following quarter the difference between the forecast quantity and the quantity actually purchased in the year or b) to pay as penalty for non-fulfilment 50% of the estimated turnover for the purchase of the difference as defined above.

### 5. PRICES AND TAXES

Prices are always expressed in Euro, unless otherwise agreed between the parties and expressly specified in the order confirmation.

Prices are intended for goods delivered ex works DTI (Incoterms ex-works) unless otherwise agreed in writing between the parties.

Prices are always without VAT, taxes and/or customs charges.

### 6. PAYMENTS AND OWNERSHIP RESERVE

The purchasing party will acquire ownership of the goods supplied only with full payment of the invoice issued by the selling party. However, it will assume all risks inherent in the goods themselves, including the risk of loss for reasons not attributable to the selling party.

Delayed payment, in relation to the terms indicated on the invoice, implies the addition of default interest at the rate determined pursuant to Legislative Decree 09.10.2002, no. 231 starting from the expiry date of the agreed term.

In the event of non-payment of even a single part of the price by the due date, the purchasing party will forfeit the benefit of the deferred payment also for supplies in progress; moreover, the selling party will be able to invoke the application of articles 1460 and 1461 Civil Code and consequently suspend the supplies in progress.

Payments are always to be made at the headquarters of the selling party according to the indications contained in the order confirmations.

## 7. DELIVERY TERMS AND CONDITIONS

The delivery terms indicated in the order confirmations are not essential pursuant to and with the effects of article 1457 Civil Code, have an indicative value and do not constitute a warranty, unless there is explicit written commitment of mandatory nature by the selling party expressly indicated in the order confirmation. Also in this case, the cases of unforeseen events in the establishments of the selling party are in any case excepted, in addition to the usual cases of force majeure.

Non-delivery due to force majeure will not give rise to requests for damage or cancellation of orders by the Customer.

Any delays in delivery may not in any case give rise to claims for damages or to the total or partial termination of the contract, unless otherwise and explicitly agreed upon by the selling party.

Any apparent defects in the goods supplied must be reported to the selling party within eight days of receipt of the goods at the premises of the purchasing party.

DTI S.r.l. reserves the right to change the technical specifications and components of the individual product at any time upon simple notification to the customer, provided that such changes do not significantly affect performances.

## 8. SHIPPING AND MATERIAL RETURNS

The prices in the current price list or otherwise agreed quote the products ex works of the selling party (Incoterms Ex Works), unless otherwise agreed between the parties. Any agreements for delivery of the goods in "free carrier" (Incoterms FCA) involve a charge of the transport cost on the invoice, according to the transport methods and at the rates in force.

The collection of the goods must take place within 15 days of the communication of ready goods. Failing this, the materials will be stored in the selling party's warehouses; the purchasing party will be charged a cost of € 100.00 per day of deposit.

In any case, a regular invoice will be issued from the notice of ready goods and the payment terms will start from that date. Any parking, storage or waiting costs are the responsibility of the purchasing party, even if the goods are sold carriage paid and transport takes place with means of the selling party or commissioned by the same.

## 9. COMMUNICATIONS

The Customer can communicate with DTI Srl by referring, as necessary, to the persons indicated below via the following contacts:

- Switchboard: tel. +39 (0)432 855071, fax +39 (0)432 881848, e-mail: [info@dtindustry.com](mailto:info@dtindustry.com);
- Commercial (for information on: product, deliveries, contracts, orders and related amendments): Alessandro Dalla Torre (CEO), e-mail: [adallatorre@dtindustry.com](mailto:adallatorre@dtindustry.com);
- Complaints (for inquiries regarding product quality and complaints): e-mail: [quality@dtindustry.com](mailto:quality@dtindustry.com).

## 10. WARRANTY CONDITIONS

All products are guaranteed against manufacturing defects for 12 months starting from the production date (identifiable on the product label).

The warranty does not cover any damage that may have occurred during transport.

The treatment of defective goods (returned for repair, possible repair by the Customer, replacement) must be agreed with the commercial DTI Srl, unless otherwise specified in writing. Any returns not previously authorised by DTI Srl, following the instructions for sending goods on behalf of repair indicated below, will not be accepted and will be rejected at the expense of the Customer. Charges deriving from repairs by the Customer not previously authorised will also not be accepted.

The warranty explicitly excludes all damages that may be caused by installation that does not comply with the regulations in force, improper use, failure to comply with the operating and storage conditions indicated in the technical data or in the user manuals, incorrect electrical connections or those that do not comply with the instructions, negligence in maintenance, tampering by unauthorised personnel and in any case, for reasons not dependent on DTI Srl. DTI Srl is not responsible for damages deriving from the installation, use and management of the supplied product, reserving the right to interrupt access to the software and applications due to mandatory reasons.

The warranty ceases automatically if the product label is tampered with or missing.

The warranty does not cover any loss of profit, moral or material damage caused by any malfunction of products manufactured or marketed by DTI Srl. In particular, indirect and/or consequential damages are excluded.

The cost of repairing the goods returned under warranty but found to be defective due to the Customer itself, will be charged to the Customer.

During the warranty period, DTI Srl undertakes to repair or replace products that, at its sole discretion, present manufacturing errors.

The transport cost for the return for repair will be borne by DTI Srl assuming that, after analysing the products received, it reserves the right to charge the costs incurred in reference to the following conditions:

- Defects attributable to DTI Srl: transport costs entirely borne by DTI Srl;
- Defects not attributable to DTI Srl: transport costs entirely charged to the Customer.

## 11. RETURN METHODS

The sending of the material to DTI Srl for repair or for other reasons must be reported and authorised in advance, being rejected in default.

The Customer must send a written return authorisation request, filling in the RMA form that will be sent to it, indicating: the data shown on the label, the DTI Srl code (or Customer code) and the description of the malfunction. Subsequently, DTI Srl will inform the Customer of the return authorisation number (RMA).

The goods must be returned complete and properly packaged.

The returned goods are considered accepted (verified) upon receipt by the Customer.

DTI Srl will carry out the repair or replacement of the products within 60 days of their receipt, unless otherwise agreed in writing.

Any complaints on the repaired and returned goods must be received within 8 days of receipt of the goods by the Customer.

If there are any charges, the invoices will be considered accepted 8 days after their receipt.

Any interventions in technical assistance on DTI Srl material installed at the Customer's premises (under warranty or not) are not the responsibility of DTI Srl, unless otherwise specifically agreed, since DTI Srl does not operate at the site, but at its headquarters.

## 12. MANAGEMENT OF OUT-OF-WARRANTY RETURNS (charges)

The repair of the returned goods, found out of chronological warranty and/or due to negligence/incorrect use, will be managed with a charge to the Customer based on the following cases:

- Declared by the Customer under warranty (shipping costs borne by DTI Srl): charge of €100 to cover management costs and initial analysis of the fault + transport costs incurred by DTI Srl + repaired return costs to the Customer.
- Declared by the Customer out of warranty (shipping costs to be paid by the sender): charge of €100 to cover the costs of management and initial analysis of the fault + return costs repaired to the Customer.

## 13. UNILATERAL CHANGES TO THE GENERAL CONDITIONS

DTI Srl reserves the right to communicate any changes to these general conditions only by e-mail. The new unilaterally proposed conditions will become effective after two months from the communication, unless the customer communicates its opposition. The customer's right, alternative to the opposition, to withdraw from the relationships not yet performed and to be performed after the entry into force of the new conditions and the right of DTI Srl to refuse the fulfillment of the obligations to be performed after the eventual express refusal by the customer.

## 14. PRIVACY PROTECTION

The Customer authorises the processing of personal data of any nature, including sensitive and identifying data, having received notice and reference to the law, rules of which it declares to be aware of; at any time, the Customer may communicate the revocation of the authorisation to process

For the Purchasing Party → \_\_\_\_\_

Pursuant to and with the effects of articles 1341 and 1342 Civil Code, the purchasing party declares to have read and to accept without conditions the following clauses:

Article 2; Article 3, 2n and 3rd paragraph; Article 4, in its entirety; Article 6, 1st and 3rd paragraphs; Article 7, 1st, 3rd, 4th and 5th paragraphs; Article 8, 2nd and 3rd paragraphs; Article 10, in its entirety; Article 11, in its entirety; Article 12, in its entirety; Article 13, in its entirety; Article 15, in its entirety; Article 16, in its entirety.

For the Purchasing Party → \_\_\_\_\_

its data, by means of communication sent to:  
[privacy@dtindustry.com](mailto:privacy@dtindustry.com)

## 15. SAFEGUARD CLAUSES

The selling party has the right to withdraw in whole or in part from the single definitively concluded sales contract and from any negotiation/contract being defined and considers itself freed from any liability for failed or delayed delivery, whenever and wherever the following occur:

- cases of force majeure as provided for by law;
- state of alarm, mobilisation, state of war in Italy or in other states supplying raw materials;
- pandemic states such as to cause serious difficulties in production;
- strikes, agitation of company personnel, lockouts;
- fires, floods, public natural disasters, natural disasters of exceptional severity;
- national and/or community and/or international measures and provisions that limit or regulate the consumption of certain products;
- facts and circumstances in general that substantially alter the market and/or industry conditions of the country of destination of the products.

In these cases, the selling party may withdraw from the contract due to an impediment that does not depend on its own fault and/or on facts attributable to it; the purchasing party will not be entitled to indemnity, compensation or reimbursement, and shall in any case indemnify the selling party for the goods prepared up to then and/or for non-standard material in progress that has been put into production specifically for the purchasing party.

## 16. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

Regardless of the place of delivery of the goods, the Italian substantive law will apply exclusively to sales contracts; in no event shall the Vienna Convention on the International Sale of Goods be applied.

Regardless of the place of delivery of the goods in any respect, the court with exclusive jurisdiction to hear any and all disputes in any way connected and/or consequent to the interpretation, execution and/or termination of the sales contracts will be the Court of Udine, the court of the place where the selling party is based.

**GDPR.02 POLICY FOR CUSTOMERS – PERSONAL DATA MANAGEMENT SYSTEM FORM**

DTI S.R.L. wishes to inform you that Regulation (EU) 2016/679 ("GDPR") provides for the new regulation for the protection of persons and other subjects regarding the Processing of personal data.

According to the legislation indicated, said Processing will be based on the principles of lawfulness, correctness and transparency and protection of privacy and rights, according to the principles contained in the article 5 of the GDPR.

Therefore, pursuant to article 13 of the GDPR, we hereby provide you with the following information:

<b>DATA PROCESSING CONTROLLER</b>	The Data Controller is DTI S.R.L. with registered office in Via Palladio, 11 – 33010 Tavagnacco (UD), which you can contact by writing to the following e-mail address: <a href="mailto:privacy@dtindustry.com">privacy@dtindustry.com</a> , or by calling 0432.855071.
<b>PERSONAL DATA PROCESSED</b>	<p><b>Data</b> means those relating to natural persons processed by the Company for the stipulation and execution of the contractual relationship with its customers/suppliers, such as those of the legal representative of the company that signs the contract in the name and on behalf of the latter, as well as the employees/consultants of the customer/supplier involved in the activities referred to in the contract.</p> <p>Data relating to particular categories of data may also be processed in accordance with the provisions of the legislation concerning health and safety in the workplace. The Data could also include any judicial data reported in public databases.</p>
<b>PROCESSING PURPOSES</b>	<ul style="list-style-type: none"> <li>• Purposes related to the establishment and execution of the contractual relationship between our Company and its customer/supplier;</li> <li>• Fulfil administrative-accounting obligations;</li> <li>• Fulfil obligations established by law, by a regulation, by EU legislation or by an order of the Authority;</li> <li>• Ascertain, exercise and/or defend the rights of the Company in court.</li> </ul>
<b>DATA RETENTION PERIOD</b>	<p>Contractual duration, and upon termination of the contractual relationship for a period of 10 years or as otherwise established by the pro tempore legislation in force. Without prejudice to longer or specific retention periods established by laws and regulations applicable in the sector, or useful for the possible defence of the Company in court. In the case of judicial litigation, for the entire duration of the same, until the exhaustion of the terms of practicability of appeals.</p> <p><b><i>Once the above retention terms have elapsed, the data will be destroyed, deleted or made anonymous, consistent with the technical procedures for deletion and backup.</i></b></p>
<b>LEGAL BASIS OF PROCESSING</b>	The processing activities are necessary for the execution of a contract, or are necessary to fulfil a legal obligation to which the data controller is subject. However, it is always possible to ask the Data Controller to clarify the concrete legal basis of each processing.
<b>DATA CONFERMENT</b>	The provision of data is mandatory as strictly indispensable in order to be able to implement the stated purposes; therefore, failure to provide it will make it impossible to carry out and achieve the aforementioned purposes.
<b>DATA RECIPIENTS</b>	The Data may be communicated to external subjects operating as independent Data Processing Controllers or as Data Processors appointed by the Data Controller pursuant to article 28 GDPR. Among these, by way of example, Public entities; Public authority; Various consultants and service providers. The complete list of Recipients and Data Processors appointed by the Data Controller is always available at the Data Controller's registered office.
<b>PARTIES AUTHORISED FOR PROCESSING</b>	The Data may be processed by employees of the company departments responsible for the pursuit of the aforementioned purposes that have been expressly authorised for processing and have received adequate operating instructions.
<b>TRANSFER OF PERSONAL DATA</b>	Pursuant to articles 44 et seq. of the GDPR 2016/679, some of your personal data may be communicated to recipients and Data Processors (the latter duly appointed by the Data Controller), based in non-European Third Countries, always according to principles of lawfulness, correctness, transparency and protection of your privacy.

**RIGHTS OF THE  
DATA SUBJECT  
AND CLAIM**

With regard to the personal data, the data subject may exercise the rights provided for in articles 15 et seq. GDPR and precisely:

**Right of access** (article 15) – consists in obtaining confirmation from the Data Controller that related personal data is being processed and, in this case, obtaining access to the same data and certain information (explained in the cited article) regarding the data in question. **Right of rectification** (article 16) - consists in giving the data subject the possibility to modify related data if it is inaccurate. **Right of cancellation** (article 17) - possibility for the data subject to cancel related data held by the data controller when, for example, the consent to the processing is revoked or the pursued purpose is achieved or when it is illegal. Obviously, it will not always be possible to fulfill the cancellation request. This occurs for example when the data is used to fulfill a legal obligation or is necessary for the defence of a right in court. **Right to object** (article 21) - the possibility of objecting to the processing must be guaranteed when the legal basis is the legitimate interest or the execution of a task of public interest. This right also has its limits as there may be cases in which the legitimate interest of the data controller prevails over that of the data subject, it will be essential to ensure the right balance, or the processing is necessary for a task in the public interest or the establishment, defence or exercise of a right before a judge. **Right to portability** (article 20) - provides that, if processing is based on the contract or on consent, in the event of a request, personal data will be provided to the data subject in a structured format that can be read by an automatic device (json, xml, csv); this right only applies to data provided voluntarily and not to inferred or derived data. **Right of revocation** (article 7) - in case of signing any form of consent to the processing requested by the Data Controller, it is noted that the data subject may revoke it at any time, without prejudice to the mandatory obligations established by the legislation in force at the time of the revocation request.

Parties concerned shall have the right to file a complaint with the competent Supervisory Authority in the Member State where they normally reside or work or in the State where the alleged violation has occurred.

All the aforementioned rights may be exercised by sending a specific request to the Data Controller by means of the contact channels indicated in this policy.

The Data Controller  
**DTI S.R.L.**