

GENERAL TERMS AND CONDITIONS OF SALE

TSM SENSORS SRL

Introduction

This document contains the General Conditions of Sale (GCS) which govern the sales relations between TSM SENSORS SRL and the Customer, for any type of product and service.

The provisions contained in these GCS are attached to each single Offer sent to the Customer and, unless expressly waived, apply to all supply contracts, whether they consist of single services or periodic and continuous services.

By agreeing to negotiate and contract with TSM SENSORS SRL, the Customer accepts these GCS, which can be consulted at <https://www.tsmsensors.com/images/TSM-SENSORS-Condizioni-Generali-di-vendita.pdf>.

For the purposes of these GCS, the terms indicated below will have the following meaning:

“Supplier - Seller”: TSM SENSORS SRL or also TSM

“Customer - Buyer”: the person requesting the service from TSM SENSORS SRL

“Offer”: Supplier’s offer relating to the Products requested by the Buyer

“Order”: list of products and services sent by the Customer to the Supplier

“Order Confirmation”: communication sent by the Supplier following the receipt of the Order by the Buyer

“Products”: the products and/or goods as specified in the Order Confirmation

“Supply Agreement”: it is the commercial economic agreement that regulates the single supply of goods between the Seller and the Buyer

“General Conditions of Sale or GCS”: are the contract conditions that apply to all Supply contracts

Terms & Conditions of use

1) GENERAL

- 1.1 The conclusion of the Supply contract is subject to the express acceptance by the Buyer of these GENERAL SALES CONDITIONS, which must be signed for acceptance by subjects with the relative powers and returned to the Supplier at the same time as the transmission of the Purchase Order of the Products.
- 1.2 In case of failure to return the GCS duly signed for acceptance, the Order sent by the Customer, which has the value of a mere contract proposal, must be considered rejected by the Supplier with consequent failure to conclude the contract.
- 1.3 Any modification to these GCS will have effect between the Parties only if expressly accepted in writing by the Supplier: the changes to the GCS agreed by officials and/or representatives of the Supplier who do not have the power to bind it have no value.
- 1.4 Should one or more clauses contained in these GCS be declared ineffective and/or void, the validity and effectiveness of the remaining clauses will not be affected. The parties will replace the null clause with a new clause that responds - as far as possible - to the intentions and economic purposes pursued by the flawed one.
- 1.5 The express acceptance of the GCS constitutes a waiver by the Customer of the application of his own General Purchase Conditions.

1.6 The Seller reserves the unquestionable right to modify the GCS at any time by expressly informing the Customers.

2) ORDER PROCEDURES

- 2.1 All Orders must be sent by email to the Supplier's address antonio.agnesi@tmsensors.com or to another address communicated during the offer phase and must be complete in every part in order to allow the correct identification of the Products and Services requested; the Order must necessarily contain the Offer code sent by the Supplier. No verbal or telephone orders will be accepted.
- 2.2 The Buyer, by written communication, may request the cancellation or modification of the Order only before receiving the Order Confirmation sent to him by the Supplier, which constitutes acceptance of the proposal and, therefore, conclusion of the contract.
- 2.3 Orders issued and accepted with Order Confirmation cannot be cancelled by the Customer. The Supplier reserves the right to accept the request sent by the Customer to postpone the delivery date of the Order already accepted if transmitted in writing with a minimum notice of 8 (eight) weeks with respect to the agreed date. In any case, the delivery cannot be postponed beyond the term of 2 (two) months from the originally agreed date.
- 2.4 The Supplier also reserves the right to accept the Customer's request to modify or cancel an Order already confirmed, taking into account the progress of the order. In this case, the Customer will be required to pay the higher costs quantified by the Supplier for the fulfilment of the modified order or to compensate him for the expenses and costs already incurred for the cancelled Order, as well as for the loss of earnings.
- 2.5 Any modification or cancellation of Orders must result from a written agreement between the Parties under penalty of ineffectiveness.

3) PRICES AND PAYMENT CONDITIONS

- 3.1 The Seller's Offers, unless expressly derogated, are valid for 30 days from their issue. Once this term has elapsed, they automatically expire.
- 3.2 The prices applied are those shown in the Order Confirmation sent to the Customer. The prices shown on price lists and publications are information without binding value as they cannot be considered an "offer to the public". The Seller reserves the right to make changes to the price lists without prior notice.
- 3.3 Payments must be made within the terms established even in the event of delay in delivery or total/partial loss of the goods not attributable to the Seller. In the event of deferred payments, failure to pay a single deadline entails the immediate collectability of the balance of the other deadlines pursuant to art. 1186 of the Italian Civil Code. Checks, bills, drafts and bank receipts are considered payments made solely for their successful completion.
- 3.4 In the event of non-compliance with the agreed payment terms, the Seller will automatically apply the interest on arrears pursuant to and for the purposes of Legislative Decree 231/2001 and subsequent modifications and integrations.
- 3.5 The Seller, in the event of a serious or repeated delay in the fulfilment by the Buyer, of its high accrued debt exposure or an increase in the risk of insolvency, will have the right to:
 - require advance or cash on delivery payment or the issue of suitable guarantees;
 - suspend execution in whole or in part of the Orders in progress;
 - revoke the agreed terms of payment, thus making all the Buyer's credits immediately collectable.

4) DELIVERY

- 4.1 The delivery terms run from the conclusion of the contract and, therefore, from the day the Order Confirmation is sent to the Customer.
- 4.2 Delays attributable to the Seller may give rise to a request for compensation for damage only if this has been expressly agreed in the Supply contract and, in any case, within the maximum amount of the supply value.
- 4.3 The Seller is not responsible for any delays in delivery in the event of:
 - force majeure and extraordinary and unforeseeable events referred to in Article 7
 - lack of materials or electronic components on a global level that do not allow the Supplier to realize the Products
 - restriction of energy sources;
 - delays attributable to the Buyer, in particular due to his failure or late communication of data essential for the fulfilment of the order;
 - failure to comply with the Payment Conditions, pursuant to art. 1460 and 1461 cc
- 4.4 The Buyer must collect the goods even in the event of partial or subsequent deliveries to the agreed date. All

expenses and costs possibly generated by failure to collect the goods will be borne by the same.

- 4.5 In case of acceptance of the changes requested by the Customer after the Order Confirmation, the delivery deadline, unless expressly indicated in the supplementary documentation exchanged between the parties, will be automatically extended by the time necessary for the execution of the order as amended.

5) LIABILITY AND REPORT OF DEFECTS

- 5.1 Unless otherwise agreed in writing between the parties, the goods will be returned ex warehouse of the Seller. The Seller, pursuant to art. 1510 paragraph 2 of the Civil Code, is understood to be released from the obligation of delivery with the entrusting of the goods to the carrier in charge, therefore the risk relating to transport weighs on the Buyer. In case of free carriage return, expressly agreed between the parties, it will be the Seller's responsibility to choose a trusted courier.
- 5.2 The Buyer, at the time of delivery, is required to check the quality/quantity of the Products with respect to what is indicated in the order. In the event of serious anomalies and/or defects found immediately, he/she may not accept the delivery by immediately communicating the reasons for the refusal to the Seller or accept it with reserve, notifying the Supplier within 24 hours.
- 5.3 The Buyer must in any case notify the Supplier in writing within 8 (eight) days of delivery of the non-conformities found and the apparent defects of the goods, under penalty of forfeiture. In case of hidden defects, the above term will start from the discovery of the defect. The complaint must be made in writing and addressed to the Seller by certified e-mail or registered letter with return receipt. In the complaint, in addition to the analytical description of the defect or defect detected, possibly accompanied by photographic documentation, all the data necessary to trace the shipment must be indicated: order number, DDT, invoice, etc.
- 5.4 The Seller, at its sole discretion and in relation to the state and type of the goods, may:
- supply the missing goods, if the quantity of Products delivered is disputed;
 - replace the defective goods;
 - grant discounts on future supplies;
 - issue a credit note and arrange for the collection of the goods.
- 5.5 Any complaint or dispute received by the Supplier after the aforementioned terms will result in the Customer forfeiture of the warranty for defects and the consequent unconditional acceptance of the goods delivered.

6) WARRANTIES

- 6.1 The Seller ensures that the Products comply with the technical specifications shown in the price list and with the specifications agreed between the parties and contained in the Order and in the related documents referred to therein; it also guarantees that the Products comply with the laws, licensing and registration requirements in force in the place of delivery, as well as with all directives and regulations in force in the European Union; finally, it guarantees the absence of defects and their suitability for the declared uses.
- 6.2 Unless otherwise agreed in the Supply Contract, the warranty on the supplied product has a duration of 2 (two) years from the delivery date, 1 (one) year on replaced products and 6 (six) months on repaired products.
- 6.3 The warranty does not apply in the event of tampering with the Product or its deterioration for reasons not attributable to the Seller, use of the Product for uses other than those indicated in the technical documentation delivered by the Seller or incorrect installation of the Product.
- 6.4 Failure of the overall system in which the Product is installed does not imply any liability on the part of the Seller, since the latter does not carry out assembly, electrical connections and ancillary works (except in the case of "turnkey" supply).
- 6.5 For direct interventions at the Buyer, even during the warranty period, the expenses of the technical personnel sent must be reimbursed.
- 6.6 The Seller reserves the right not to perform and/or suspend, without notice, any performance under warranty in the event of insolvency or late payment by the Customer.
- 6.7 Seller and Buyer explicitly recognize the total value of the supply as the maximum limit of the Seller's economic liability.
- 6.8 The Seller declares that it has taken out adequate insurance policies suitable to cover any liability that may arise in relation to damage caused directly by the Products supplied.

7) FORCE MAJEURE

- 7.1 For the purposes of these GCS, an event of Force Majeure means any unforeseeable and irresistible event that the parties could not concretely foresee and/or prevent with due diligence, adopting all reasonable commercial and

technical measures, from which it derives the delay in delivery or the total or partial inability to fulfil the contract.

- 7.2 The Parties undertake, upon the occurrence of an event of force majeure, to notify the counterpart by email within 3 (three) working days of its occurrence, by sending subsequent confirmation accompanied by documentation proving the nature of the event and its foreseeable duration.
- 7.3 The occurrence of an event of force majeure that partially prevents the fulfilment of the obligations of a party, does not exempt it from the fulfilment of the obligations not prevented by the event of force majeure.
- 7.4 If the event attributable to force majeure causes a delay of more than 120 (one hundred and twenty) days beyond the expected delivery date, each Party may withdraw from the contract by means of a communication to be sent to the other by certified mail or registered letter with return receipt.
- 7.5 Neither party will be responsible for delays or failures due to force majeure.
No penalty or request for damages can be attributed to the party who cannot fulfil the contract within the agreed terms due to the occurrence of an event of force majeure.

8) TERMINATION OF THE CONTRACT

- 8.1 In the event of non-payment, even partial, of the agreed price, of violation of the obligations imposed on the Customer by these General Conditions of Sale or by the conditions agreed in the single Sales Contract, the Seller will have the right to suspend the supply and the related guarantees. and to act for the termination of the contract and compensation for damages.
- 8.2 The Relationship between the Parties is considered terminated in any case *ipso iure* in case of:
 - bankruptcy of the Client or recourse to other insolvency proceedings;
 - sale of a company or business unit by the Customer.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 9.1 The parties undertake to respect the patent rights, copyrights, trademark rights (registered and unregistered), utility model rights and other intellectual property rights attributable to the counterparty and provided for in any national law.
- 9.2 The Supplier guarantees that the Products are not the subject of patented rights or any other intellectual and industrial property rights of third parties.
- 9.3 The TSM SENSORS trademark and any distinctive sign referable to it are the exclusive property of TSM SENSORS SRL. The use by the Customer of the TSM SENSORS Brands on its technical documentation must be previously authorized in writing by the Seller and expressly regulated.
In any case, the authorized use of the TSM SENSORS Trademarks must exclusively identify the Products made by TSM SENSORS SRL avoiding the risk of confusion with the products and services of other operators. In any case, the reproduction of the Trademark must be faithful to shapes, colours and proportions expressly described in the Technical Specifications published on the site www.tsmsensors.com.
- 9.4. In no case will the User License entail the right for the Customer to create websites and/or register or otherwise use Internet domains containing one or more TSM SENSORS Brands, both in Italy and abroad, with any extension and in any language.
The License to use the Brand is limited to the duration of the contractual relationship between the Seller and the Buyer. TSM SENSORS SRL has the right to revoke the License at any time, subject to adequate notice. The Customer therefore undertakes not to use, after the expiration, termination or termination of the contract, any company, denomination or company name, sign or trademark that can be confused with the TSM SENSORS Brands, or in any case likely to cause deception or confusion with the products and services of others.
- 9.5. The Seller retains ownership of all projects, technical documents and know-how relating to the supply and protected by trademark and patent law.
- 9.6. The Customer, its employees, agents, collaborators and subcontractors will keep confidential the technical documents and technical information received during the supply.

10. CONFIDENTIALITY AND PRIVACY

- 10.1. The Supplier, as Data Controller of personal data, undertakes to process and collect the personal data that are acquired in the execution and depending on the Contract for the purposes connected to it, conferring them, as well as to the subjects to whom it is given the right to access by law or secondary legislation, only to subjects to whom such communication is necessary, functional and instrumental for the execution of the activities envisaged by the Contract and for its entire duration.
- 10.2 The data will be collected and recorded in a lawful and correct manner for the purposes indicated above and will also

be processed with the aid of electronic or automated means and specific databases, in terms that are not incompatible with these purposes and, in any case, in in such a way as to guarantee the security and confidentiality of the data. The personal data provided by the parties will not be disclosed to the public.

- 10.3 In relation to the processing, the interested party may exercise the rights referred to in Article 7 of Legislative Decree 196/03, in particular, may request and obtain: confirmation of the existence of personal data concerning him and that such data be made available to him in an intelligible form; to have knowledge of the origin of the data, of the logic and purposes on which the treatment is based; obtain the cancellation, transformation into anonymous form, blocking of data processed in violation of the law; the updating, rectification and integration of the data.

11) APPLICABLE LAW AND EXCLUSIVE COURT

- 11.1 These General Terms and Conditions of Sale are governed by Italian law and, in particular, by the rules of the Italian Civil Code.
- 11.2 The Court of exclusive jurisdiction for disputes arising from the interpretation, execution and violation of these General Conditions of Sale, is the Court of Brescia.

Stamp and signature by way of acceptance

Pursuant to and for the purposes of art. 1341 and 1342 cod. civ. he also declares to accept all the conditions and agreements contained therein and to have particularly considered what has been established and agreed with relative clauses; in particular, he declares to specifically approve the clauses and conditions listed in points: 2. Order Procedures - prohibition of cancellation of confirmed orders; 3. Prices and Payment Conditions; 4. Delivery - causes for exclusion of liability for delay; 5. Liability and Report of Defects; 6. Warranties - limit of liability; 7. Force majeure; 8. Termination of the Contract 9. Intellectual and industrial property 11. Applicable law - Exclusive court

Stamp and signature by way of acceptance
