

## **Standard Sales Terms**

### **1. Introduction**

Standard Sales Terms are applied to articles described in the present list and sold from Netsens s.r.l. The present conditions are applied integrally to each order, but written exceptions accorded by Netsens s.r.l. to the Purchaser. The present conditions generate them of sale agree integrally accepted at the moment of the emission of a written order to Netsens s.r.l. and/or to the formal acceptance of an offer sent from Netsens s.r.l.

The sale of some products described in the list is subordinated to the acceptance by the Purchaser of one or more Service Orders, and its Conditions, to be considered as part of present conditions.

### **2. Prices**

Prices indicated on all the pages of the lists and/or offers are "VAT not included", and they also do not include shipping cost, where applicable, or any other cost of installation, configuration and assembly. Shipping costs will be communicated from Netsens s.r.l. at the moment of the order confirmation, and could be increased up to 15% of the quoted cost, in the case of fares increasing should occur in the meantime.

### **3. Orders**

The orders will be accepted upon written confirmation from Netsens s.r.l. in electronic or printed format. The acceptance of the order is subordinated to the indication of product codes and cost, comprehensive of Vat code and/or tax identification number.

To the first order a module of authorization will be sent for authorizing the treatment of the personal data (according to Italian Law Art. 13 D.lgs. 30.06.2003, n. 196); this module will have to be sent signed by fax, pain not the acceptance of the order.

The minimal amount for every order is equal to Euro 100,00 excluded Vat.

In the event of cancelling an issued and confirmed order, even if not still shipped, s.r.l. could claim up to 50% of the amount of the tidy material (at list price without any applied discount) as compensation.

### **4. Payment**

Except any different condition indicated in the offer, the payment will have to be balanced at ordering time, using bank transfer details provided by Netsens.

The Purchaser will provide to keep Netsens free of any additional charge, such as any bank transfer commissions.

### **5. Delivery time**

Expected delivery time could be requested to Netsens s.r.l. at the time of offer request, and will be confirmed at the time of delivery.

### **6. Shipment**

In any case, except any different written agreement, the goods ship under Purchaser risk. He has the obligation to verify the integrity of the goods at the moment of the arrival. Except different written agreement, any additional charge including shipping costs, custom duties (for exporting and importing) and optional insurances will be in charge of the Purchaser.

### **7. Warranty terms**

Netsens s.r.l. warrants that its products, wherever operated according to the prescription and limited to standard use, are free from defects of material and fabrication for the period of time specified in the following, starting from the delivery date or shipment of the material:

- 24 months in the event of sale to private customers;
- 12 months in the event of sale to companies, or however to subjects to VAT.

Netsens, at its discretion and at its expenses, will repair the defective product, or will supply to the Purchaser the same product or an equivalent in substitution of the defective item. The substitutive products can be new or repaired. Whichever replaced or repaired, product has a warranty term of ninety (90) days or for the period of residual warranty, if longer than 90 days.

Whichever restitution of goods for repair, within or beyond the warranty period, will have preventively requested to Netsens; in the case of acceptance, Netsens will send written authorization and will communicate an authorization code to be indicated in the transport documents. The Purchaser, after receiving the authorization, is requested to send at his own risk and expenses the defective product.

Repaired goods will be shipped EXW; unless different agreement, any shipping costs of the repaired goods will be charged to the Purchaser.

If warranty is claimed beyond the terms or in the case Netsens, at its own discretion, considers that the warranty cannot be applied, all the repair or substitution expenses will be charged to the Purchaser.

## **8. Exceptions**

Warranty does not cover tampered products, repaired by unauthorized third-parties or used not in compliance with the standard User Manual. Warranty does not cover the normal parts wear, or any mechanical damages; consumable equipments (ex. batteries, lamps, fuses) are covered only for 30 days after delivery.

Warranty decades whenever Netsens products are used with other third-parties products, without Netsens written agreement or prescription.

## **9. Liability**

The Purchaser, at the ordering time and/or at the reception of the goods, is responsible of the applicable local laws and regulations, that can be applied to Netsens products. Therefore Netsens s.r.l. does not undertake any. for any direct or indirect damage to persons or goods that shall be caused from the improper use of the products supplied or from defective installation, and whenever Netsens is not directly involved in the way the Purchaser use the products

IN NO EVENT, SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS ARISING OUT OF OR IN RELATION TO ANY SUCH DEFECT IN MATERIAL OR WORKMANSHIP, MALFUNCTION OR FAILURE OF ITS PRODUCTS, OR IN RELATION TO THE PROVISION OF SERVICES OBTAINED FROM A SERVICE PROVIDER, OR LOSS OR DAMAGE CAUSED BY RELIANCE ON DATA AND INFORMATION PROVIDED, OR FROM LATE OR NON-DELIVERY OF PRODUCTS.

## **10. Jurisdiction**

All disputes arising out of or related to the present Sales Terms set forth herein (purchaser disputes) shall be governed by the Italian Laws. The purchaser or user hereby consents to the jurisdiction and venue of the Tribunale di Firenze to resolve any and all disputes with Seller and waives all defences to such jurisdiction and venue including, but not limited to, any defence based on inconvenient forum.

For Acceptance (Sign and Stamp)

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