3. PRICE, PAYMENT CONDITIONS

others about Buyer’s account and relationship with Supplier and Supplier is released from any
right to investigate Buyer’s credit, to exchange credit information with others and to report to
of Buyer’s credit and acceptance by Supplier. As a condition of sale, Buyer grants Supplier the
2. CREDIT APPROVAL, INFORMATION AND ACCEPTANCE

upon the date of the order confirmation. No modification from these General Conditions shall
respect to the subject matter hereof. The Contract shall be deemed to have been entered into
and conditions of purchase will not be accepted in any circumstances and if contained in
other sale document between the Parties and shall prevail over any conflicting clauses

5. PARTIAL SHIPMENTS

invoice, the time upon which the risk on the Parts shall pass to the Buyer shall be deemed to
and are not guaranteed unless specified. Supplier shall not be liable for failure to fill any order
any cost attributable to a variation in the delivery instructions or place of delivery. Shipment
- Buyer shall open the crate(s) and inspect the
- Returned goods must be in saleable condition (un-used) or no credit will be allowed by
- As warranty claims do not extend the warranty period beyond the original expiry date (of either
- Buyer is the sole responsible for any damages incurred for the using
- The act of shipping a replacement part in good faith, to support a Buyer’s production, when it
- The Supplier shall be entitled to assign any or all of its
- Buyer will require to Supplier a Return Material Authorization (RMA) number prior to return of any.
- No returns shall be accepted in any circumstances. In the event Supplier authorizes a return, Buyer shall be liable for payment of a restocking charge equal to 20% of the value of the returned goods. Electrical items must be returned in the original packaging with the seal unbroken. Any returns accepted will be for credit only, transportation fees are at Buyer’s expense, and Supplier retains, at its sole discretion, the right to determine the value at which the returned goods will be credited. Supplier reserves the right to dispose of any unauthorized returns to materials without guaranteeing credit. Any orders not confirmed to be valid will not be accepted. All returned goods must be in saleable condition (un-used) or no credit will be allowed by Supplier.

9. WARRANTY

The Supplier is not bound by any warranty whether legal or contractual, and shall not be held liable for defects or damages arising from any of the following reasons: (i) bad maintenance by Buyer of the Parts or the Equipment on which they are installed, (ii) modification/replacement/repair of the Parts or the Equipment without the written consent of the Supplier or incorrectly carried out by the Buyer, (iii) non-compliance with operating manual and directions for use provided by the Supplier, (iv) use/intervention by unqualified or not properly trained/educated personnel, (v) normal wear and tear, (vi) exposure to conditions outside the range of the environmental specifications, or (vii) chemical, electronic or electrical incidents with which the Supplier was not involved in the Contract, Supplier shall provide the Services under the Contract with the sole obligation to use the necessary resources.

Training shall be provided on a collective basis and Supplier will be deemed to have fulfilled its obligations with regard to training courses or as to trainees’ performance of their tasks after having been trained. Any failure related to the performance of the Services shall be notified to Supplier within 8 days upon completion of the Service concerned and, should the claim be justified, shall cause the defective Service to be performed again.

The ABOVE WARRANTIES SHALL CONSTITUTE THE ONLY WARRANTY AND SOLE REMEDY OF PURCHASER AND THE SOLE LIABILITY OF SUPPLIER; THE WARRANTIES OF THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR OTHERWISE ARE EXCLUDED AND SHALL NOT APPLY TO THE PARTS DELIVERED OR SERVICES PERFORMED, EXCEPT FOR WARRANTIES WHICH BY LAW CANNOT BE EXCLUDED OR LIMITED.

Warranty claims do not extend the warranty period beyond the original expiry date (of either the new equipment warranty or original component warranty) and warranty is not transferable. Supplier reserves the right to request all maintenance records and any missing document may affect the warranty acceptance. The act of shipping a replacement part in good faith, to support a Buyer’s production, when it is understood that further warranty validation is required, does not validate the warranty claim. If the warranty claim is eventually denied, the Buyer agrees to pay the Parts and/or Services provided.

If the Supplier determines that failed component must be returned, a Return Material Authorization (RMA) will be issued. An RMA must be issued before any defective part is returned. If the failed component is not returned within thirty (30) days, the Buyer reserves the right to invoice the Buyer. The Buyer is responsible for properly packaging the failed components for return. The Supplier reserves the right to invoice the Buyer if damages incurred were a result of poor or improper packaging methods.

10. TOOLS RENTAL - Buyer is the sole responsible for any damages incurred for the using.

- The Supplier shall be entitled to assign any or all of its
- The Supplier shall be entitled to subcontract any or all of its
- The Supplier shall be entitled to subcontract any or all of its
- The Supplier shall be entitled to subcontract any or all of its

11. ASSIGNMENT, SUBCONTRACTING - The Supplier shall be entitled to assign any or all of its

12. LIMITATION IN LIABILITY - All cases of contractual breach and the relevant consequences as well as all rights and claims on the part of the Buyer, irrespective on what grounds they are based on, are exhaustively covered by the Contract. In particular, any claim, not expressly mentioned for damages, reduction of price, termination of the Contract, as well as all rights and claims on the part of the Buyer, irrespective on what grounds they are based on, are excluded. In no case the Buyer shall be entitled to claim damages other than restitution for costs of remedying defects in the Equipment or as those expressly specified herein.

Supplier shall be liable only for damages directly caused by their own negligence. The Supplier shall not be liable for any indirect, immaterial or consequential loss or damage whatsoever, including, but not limited to, loss of production, loss of use, loss of anticipated revenues or profit, or any other financial or economic loss. Supplier is not liable for any liquidated damages in any, for any cause cannot exceed the aggregate amount of ten percent of the EXW Price of the Parts and/or the Services. In addition it is expressly agreed between the Parties that the Buyer shall use all reasonable efforts and take all reasonable steps in order to mitigate any losses.

13. FORCE MAJEURE - In addition to and without limiting any other provision hereof, which limits or releases Supplier from liability. Supplier shall not be responsible for delays, charges, damages, or failure to fulfill any obligation under the Contract caused by industrial
disturbances or disputes, strikes, fire, acts of nature, acts of Providence, casualty, war, sabotage, riot or export restrictions, shortage of materials or labor, failure or delay of suppliers, vendors, and subcontractors, restrictions in the use of power, interruption or unavailability of transportation by the usual common carriers, or any other cause beyond Supplier's reasonable control, even if Supplier knew, had reason to believe, or was advised of the possibility or probability of any such cause.

14. INTELLECTUAL PROPERTY - The copyrights, patents, patent applications and any other industrial and intellectual property rights (hereinafter referred to as "the Intellectual Property Rights") over any article, component or software embodied in or delivered with the Parts, shall remain in the exclusive property of the Supplier. Except per specific agreement, the foregoing applies without any limitation to the Intellectual Property Rights arising from or used in the execution of an order by the Buyer. The Supplier grants the Buyer, the limited non-exclusive, non-transferable right to use the intellectual Property Rights that are necessary for the working of the Parts sold by the Supplier. No other rights express or implied in connection with such Intellectual Property Rights are granted. Consequently, Buyer undertakes not to manufacture or have any third party(s) manufacture the Parts that are the object of an Intellectual Property Right. Furthermore, Buyer shall make neither de-compilation of the software supplied by the Supplier, nor copy thereof, nor modification without express agreement from the Supplier. Documents may only be copied for record purposes or strictly operational purposes. Any and all such copies shall contain the same Ownership and Confidential notices and legends which appear on the original documentation. The Supplier's name and its logo are protected by trademarks and shall not be used for advertising or other purpose without prior written agreement by the Supplier.

15. TERMINATION - Termination of any of the terms or provisions of this Contract may be by Notice in writing to Supplier. Termination of the Contract shall be effective if a Notice of such is given in accordance with this Contract and Supplier shall remain bound to the extent necessary to perform the provisions of this Contract which by their nature require performance subsequent to the giving of such Notice.

16. MISCELLANEOUS - The Parties are independent contractors, and nothing in the Contract shall be construed as making either Party to be the agent, partner or representative of the other Party, nor permit either Party to obligate or bind the other Party with respect to third parties.

17. WAIVERS - None of the terms or conditions of this Contract shall be deemed to have been waived by any Party unless such waiver is set forth in a written instrument properly signed by such Party. The Contract sets forth all rights and obligations agreed upon between the Parties and supersedes any and all previous agreements and understandings, whether written or oral, between them with respect to the subject matter hereof. Translations of the English version of the Contract may exist; these translations are for informational purposes only and do not become part of the Contract.

18. ARBITRATION - The Parties will attempt to settle any claim or controversy, arising out of or relating to this Contract, through consultation and negotiation in good faith and with spirit of mutual cooperation. In the event that the Parties are unable to agree to a resolution of the dispute, then the Parties shall finally settle under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules unless the Parties agree on the choice of one arbitrator. The arbitration will take place in the country where the Supplier has its registered office; the language of the arbitration will be the language of the country where the Supplier has its registered office.

19. APPLICABLE LAW - The Contract shall be governed by and construed in accordance with the law of the country where the Supplier has its registered office without regard to its conflict of other laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods, issued in Vienna on 11 April 1980, shall be excluded.

20. CONFIDENTIALITY - For the purpose of the present Contract, the term "Confidential Information" shall mean all information in whatever form, tangible or intangible, including but not limited to all technical and/or financial information, documentation, software embedded in the Equipment, drawings, developments or improvements or processes, design, know-how and other unpublished information obtained by either Party (the "Receiving Party") from the other Party (the "Disclosing Party"). All information not generally known outside of the Disclosing Party's organization shall be deemed to be Confidential Information.

Any and all Confidential Information shall remain the exclusive property of the Disclosing Party and/or their affiliated companies and Receiving Party shall not acquire any license or other right of use in relation to any intellectual property of the Disclosing Party or any of their affiliated companies under the Contract, except upon express stipulations. Without prior written consent from the Disclosing Party, the Receiving Party shall neither disclose Confidential Information to a third party, nor use it for any purpose other than as required for the implementation of the Contract or the exercise of their rights hereunder. The Receiving Party shall take such steps as may be reasonably necessary, and in any case at least the same care as to protect its own Confidential Information, in order to prevent the disclosure of any Confidential Information to others, except to those of their employees, suppliers or subcontractors who are to know such Confidential Information for the purpose of performing the Project and/or because they are directly responsible for the said tasks. The Receiving Party shall ensure that their employees, suppliers or subcontractors mentioned above comply with said obligations. Except to comply with applicable laws and regulations or as otherwise agreed upon by the Parties in writing, the Parties agree to keep the content of the Contract strictly Confidential. Any public announcement regarding the Contract shall be agreed upon in writing prior to any release thereof.

Notwithstanding the foregoing, the above obligations shall not be binding on the Receiving Party with respect to any Confidential Information which:

• is lawfully and demonstrably known to the Receiving Party prior to the time of disclosure;
• is in the public domain or subsequently comes into the public domain, through no fault of the Receiving Party;
• is received lawfully from a third party, who has not obtained such Confidential Information directly or indirectly from the Disclosing Party under an obligation to keep it Confident;
• is developed by the Receiving Party wholly independently as a result of its own efforts and without knowledge of the Confidential Information;
• is required to be disclosed by applicable law or governmental regulation or by any competent institution or authority, provided that the Receiving Party shall notify the Disclosing Party of the Information to be disclosed (and of the circumstances in which the disclosure is required) as early as reasonably possible before such disclosure.

The Receiving Party shall take all reasonable actions to avoid and limit such disclosure. The Parties acknowledge that no representation or warranty, express or implied, is made by the Parties hereto with respect to the truth, accuracy, completeness or reasonableness of Confidential Information exchanged.

In the event that this Contract is terminated for any reason whatsoever all such information deemed as "Confidential Information" or concerning prices and costs, that has not at that time entered the public domain, shall be returned to the owner Party immediately by the user Party, subcontractors and/or suppliers.

The obligation imposed on each Party or on subcontractors and/or suppliers under this article shall apply during the term of this Contract and shall survive its expiration or termination for a period of five (5) years.

Zoppas Industries
Information for the processing of personal data

The company SIPA S.p.A. (hereinafter “SIPA” or the “Company”), located in Vittorio Veneto (TV), Italy, via Caduti del Lavoro 3, the controller of the personal data, pays the utmost attention to the security and confidentiality of personal data in the performance of its business activities.

TYPES OF PERSONAL DATA RELATING TO YOU THAT CAN BE COLLECTED

The following categories of personal data relating to you may be collected (the term “personal data” is understood to refer jointly to all the categories outlined below):
- Biographical and contact data (e.g. information relating to name, telephone number, email address);
- Payment details: (e.g. IBAN code).

HOW WE COLLECT YOUR PERSONAL DATA

The Company collects and processes your personal data on the basis of the relationship existing with you. If you provide personal data on behalf of someone else you must make sure, in advance, that the interested parties have read this document. The Company asks for your help to maintain your personal data up-to-date, informing us of any changes.

PURPOSES YOUR PERSONAL DATA CAN BE USED FOR

SIPA may process your personal data for one or more of the following purposes, for the specified legal basis:

a) Establishment of the relationship: the Company may process your personal and contact data in order to proceed with the establishment and management of the resulting relationship. Processing Assumption: the provision of data must be considered mandatory for the execution of contractual / pre-contractual measures. Failure to provide such data may result in the inability to carry out your request.

b) Compliance with legally binding requests to meet legal obligations, rules and regulations as well as to defend a right in court: the Company may process your personal data to fulfill a legal obligation and / or to defend its rights in court. Processing Assumption: legal obligations to which the Company is obliged to comply.

HOW WE KEEP YOUR PERSONAL DATA SECURE

The Company uses suitable security measures in order to guarantee protection, security, integrity and accessibility of your personal data. All of your personal data is stored on our protected servers (or on suitably stored paper copies) or on the servers of our suppliers, and are accessible and usable on the basis of our standards and security policies (or equivalent standards for our suppliers).

HOW LONG WE STORE YOUR DATA FOR

The Company only stores your personal data for the period of time necessary for fulfilling the purposes the data was collected for or for fulfilling any other legitimate connected purpose. Your personal data which is no longer necessary, or for which there is no longer any legal basis for storage, will be irreversibly anonymised or destroyed in a secure manner.

PARTIES YOUR PERSONAL DATA MAY BE SHARED WITH

Your personal data may be accessed by duly authorised employees, as well as external suppliers, where necessary, appointed data processors.

CONTACTS

For any doubts or comments as well as to exercise your rights you can write to sipaprivacy@zoppas.com. For any complaints or recommendations regarding the processing procedures of your data the Company will make every effort to address your concerns. However, if you wish, you may forward your complaints or recommendations to the data protection supervisory authority using the contact details on the website www.garanteprivacy.it.

YOUR DATA PROTECTION RIGHTS AND RIGHT TO MAKE CLAIMS TO THE SUPERVISORY AUTHORITY

Under certain conditions you have the right to ask SIPA:
- to access your personal data;
- for a copy of the personal data you supplied us with (so-called data portability);
- to correct data in our possession;
- to delete any data the Company has no legal basis to process;
- to object to processing where provided by the applicable legislation;
- to revoke your consent, where processing is based on your consent;
- to limit the way in which the Company processes your personal data, up to the limits provided by the applicable legislation.

The exercising of the above rights is subject to certain exceptions relating to the safeguarding of the public interest (e.g. the prevention or identification of crimes) and certain interests of the Company. In the event of you exercising any of the above mentioned rights, the Company will be required to verify that you are entitled to exercise the respective right and the Company will generally respond to any requests within a month.