



GENERAL CONDITIONS OF SALE

1. Scope of application.

- 1.1. These general conditions apply to all sales contracts concluded with the company Candia Technology srl (for brevity from now on before Candia). Unequal and / or additional conditions with respect to those that follow, even if not expressly rejected by Candia, will be effective only if expressly accepted in writing by the latter.
- 1.2. The present general conditions, therefore, unless different express written agreement:
 - cancel any other clause that is printed or handwritten on requests for offers, orders or correspondence between the parties;
 - imply full and unreserved access to the counterpart's own.
- 1.3. Candia reserves the right to periodically review these general terms and conditions, the updated version of which will always be published on the company website at "www.candiatechnology.it".

2. Requests and offers

- 2.1. Offer requests must be sent to Candia's commercial offices in writing, also by fax, specifying the subject of the request and any special terms and / or conditions that the requesting party deems necessary for the purpose of finalizing the contract, as well as the place of delivery / destination of the goods.
- 2.2. In particular, in the bid request, the technical specifications of the products object of the same must be clearly indicated and any drawings or other documentation attached, that the applicant deems necessary for the execution of the order.
- 2.3. The offer transmitted by Candia in response to customer requests, unless otherwise expressly indicated:
 - represents a contract proposal;
 - is irrevocable for Candia for a period of 8 (eight) days from receipt by the Customer;
 - is intended subject to the availability of the goods, when it comes to ready-to-stock materials.
- 2.4. The order confirmation must be expressed by the Customer by signing for acceptance, in all its parts, and return to Candia of the offer transmitted, in the peremptory term indicated in the offer; failing this, it will remain ineffective, without prejudice to Candia's willingness to consider the confirmation of the order expressed in a form different from the above or late, with notice to be communicated to the Customer within 10 (ten) days of receipt of the same.
- 2.5. The sending of an order confirmation that does not conform to the formulated offer will be equivalent to a new contract proposal by the Customer, which is not binding for Candia.

3. Orders

- 3.1. The sending of the written order confirmation and signed by the Customer in all its parts, in the terms indicated in the offer transmitted by Candia, implies acceptance of the contract proposal referred to the offer, and commits the Customer to prices and conditions therein indicated.
- 3.2. The contract is therefore intended to be finalized upon receipt, by Candia, of the written order confirmation sent by the Customer, provided that the forms are provided for and timely, except as provided in point 2.
- 3.3. The contracted order, therefore, will be performed by Candia only upon receipt of the order confirmation duly signed.

4. Prices

- 4.1. Prices are expressed in Euro, unless otherwise indicated in the offer, do not include the I.V.A.
- 4.2. The prices charged by Candia will be those indicated in the offer accepted by the Customer, and, unless otherwise expressly indicated, include any packaging costs; on the other hand, transport costs are excluded, which will be charged to the customer.
- 4.3. Under no circumstances, the Customer will be entitled to demand a revision of the prices indicated in the offer.

5. Methods and terms of payment

- 5.1. Payments must be made in Euros, by bank transfer, within the peremptory term of 30 (thirty) days from the end of the month of the invoice date.
- 5.2. Candia reserves the right to indicate, in its offer, different methods and terms of payment, as well as to request the advance payment of the price, or part of the same.
- 5.3. All payments will be made in favor of Candia, without the Customer being able to make any compensation, deduction or exception.
- 5.4. Any payment of down payments is always understood as a confirmatory deposit unfruitful, pursuant to art. 1385 of the Civil Code, and must be charged to the total price agreed.
- 5.5. In case of failure or delayed payment of already expired invoices, even if issued as a deposit, Candia, without prejudice to any other action, will be entitled to demand the advance payment of any additional invoices issued to the same Customer, even if not yet due and related to different orders, or to suspend the execution and / or to withdraw from contracts not yet executed or only partially executed, or to revoke other offers already formulated, in any case without this imply to any indemnity in favor of the customer.

6. Terms and conditions of delivery and transport

- 6.1. Unless otherwise agreed, and except as may be provided by the exempted parties and / or to supplement these general terms and conditions, the delivery of products will be made to the address specified by the Customer in the order request, by means of the carrier from these indicated.

- 6.2. The delivery terms specified in the offer are indicative and must not be considered essential, unless otherwise agreed in writing and signed by Candia.

Unless otherwise agreed in writing and signed by Candia, it will be the Client's responsibility to select and indicate to Candia the carrier through which the delivery will be made.

- 6.3. The remittance to the carrier will be considered as delivery of the products to the Customer, carried out at the time and place of such remittance, as resulting from the transport documents; it follows that, once the products have been delivered to the carrier, Candia will no longer be responsible, and any risk related to the products will be exclusive to the Customer.

- 6.4. In any case, any delays in the delivery of the products or in the execution of the contract by Candia may give rise to claims for damages or full or partial termination of the contract, unless otherwise explicitly stated in the offer signed by Candia and in the confirmation of order sent by the Customer, and except as required by law.

7. Claims and warranty

- 7.1. The Customer is required to examine the products accurately upon arrival at the destination and to communicate to Candia, within 8 days from that moment, by registered mail, or by fax, any defects found - or verifiable - at the outcome of this examination, or to propose any other claim in relation to the products covered by the contract.
- 7.2. This communication must contain an accurate and complete description of the defects / defects complained of; in the absence, it will be considered as never sent.
- 7.3. In the absence of a complaint within the terms indicated, or in the case of a complaint without the above requisites, the products will be considered definitively accepted and comply with the requirements of the order.
- 7.4. It is understood that the Customer must refuse the delivery, by the carrier, of products with damaged packaging and must, in this regard, inform Candia immediately; otherwise, the goods delivered will be deemed fully accepted in the state in which they are at that time.
- 7.5. In case of faults and / or defects, of which Candia should recognize the existence, the seller will replace the supplied products within the limits of those that will be spoiled and / or defective, or will reimburse the relative price, in its sole discretion, always that said defects and / or defects have been communicated in detail in writing in the manner and terms mentioned above.
- 7.6. In any case, subject to compliance with the expiry and prescription period, it will be up to the Customer to demonstrate and document the defect and / or defect of the product. If requested by Candia, it must send to the latter the defective product, or part of it, free port, for verification. The shipment of the product, or part of it, must be made by the Customer, and at the risk of the same, in accordance with any special instructions given to him by Candia.
- 7.7. It is understood that the request for shipment of the product to verify the existence, or otherwise, of the defects complained of by the Customer, does not imply in any case recognition of the same nor of any responsibility on the part of Candia.

8. Limitations of liability

- 8.1. These general conditions outline the scope of responsibility of Candia, with the exclusion of any other guarantee, condition and term, expressed or implied, established by law, also with reference to the quality or suitability of the products for specific uses, except those guarantees that by law they can not be waived.
- 8.2. The Customer will be solely and exclusively responsible for the selection of the technical characteristics of the ordered products, made by Candia under models, technical specifications and / or any other documentation provided by the Customer for the execution of the contract.
- 8.3. In no case will Candia be liable for loss of profit or for any indirect damage suffered by the Customer for a fact, act or omission attributable to Candia in relation to a contract concluded with the latter.

9. Express termination clause - right of withdrawal

- 9.1. The contract concluded with Candia will be considered terminated by right, pursuant to and for the purposes of art. 1546 of the Italian Civil Code, in the event of default or delay in the fulfillment, by the Customer, of the obligation to pay the amounts due to Candia under the same, also as a deposit, or by virtue of sales contracts relating to different orders.

- 9.2. Candia may withdraw from the contract already concluded or revoke the order offer already formulated, before the deadline indicated in art.2.3., if one of the following circumstances occurs:

- alarm and / or war conditions in Italy or in other countries supplying raw materials, strikes, lockouts;
- fires, floods, public calamities, serious natural disasters;
- other causes of force majeure.

- 9.3. In these cases, against the withdrawal or revocation of the offer by Candia, the Customer will not be entitled to any compensation, compensation or reimbursement, and must pay the price of the products that Candia has already delivered to him on the date of withdrawal; that the same will have already purchased to execute the contract.

10. Privacy policy

- 10.1. The personal data of the Customer are processed by Candia in compliance with current legislation and as specified in the information given to the Customer.

11. Applicable law and jurisdiction

- 11.1. All contracts concluded with Candia are governed by Italian law.
- 11.2. For any dispute between the parties arising and / or relating to contracts concluded with Candia and governed by these general conditions, even if partially waived by express will of the parties, the Court of Verona will have exclusive jurisdiction.

CANDIA TECHNOLOGY SRL

Via Liguria 16 -37060 Sona (VR) Italy T.+39 045 6084011 F. +39 045 6085052 info@candiatechnology.it www.candiatechnology.it

P.IVA 03302360239