

General Sales conditions and ASEM S.r.l. Warranty

1 FIELD OF APPLICATION

- 1.1 The Conditions contained in the articles of this document are applicable to all contracts for the sale of products/systems and services by Asem S.r.l.. (henceforth referred to as "ASEM").
- 1.2 All purchase orders for products/systems and/or services received by ASEM are regulated by these Conditions.

2 CONTRACT APPROVAL - MATERIAL QUALITY

- 2.1 The purchase orders immediately binding and promissory for the customer (henceforth referred to as "purchaser")
- 2.2 The efficacy of orders is subject to a specific approval by ASEM. Such approval may be with sending of the order confirmation or expressed through the delivery of the goods object of the contract and the dispatch of the relative invoices.
- 2.3 The characteristics and descriptions of the products/systems featured in the lists, catalogues and/or similar documents are purely indicative. ASEM has the right to modify such characteristics without giving prior notice.

3 DELIVERY

- 3.1 The terms of delivery, at any title defined with the Customer, are merely indicative. In case of delivery delay, ASEM is relieved from any liability and the purchaser will not have the right to recede from or resolve the contract even partially. The customer has neither the right to demand a reimbursement of any damage suffered or to suspend payments.
- 3.2 In case of ex-works sales, where the terms provide for ASEM makes the goods available to the purchaser at the ASEM place of business, after five working days from the failed collection of goods ASEM has the right to resolve the contract, notwithstanding the right, by ASEM, to be refunded for the damage received. In this case, any sum paid by the purchaser may be held by ASEM as damage compensation.

4 PRICES AND PAYMENTS

- 4.1 The prices established by ASEM are fixed and invariable.
- 4.2 Payments must be carried out exclusively by Asem S.r.l., with headquarters in ARTEGNA (Udine) in via BUJIA, 4, independently from any circumstance that, as a result of further agreements, may be regulated through bills of exchange or other equivalent methods.
- 4.3 The payment of the invoice shall be made in accordance to the agreed terms and conditions. The customer may not suspend or delay payments for any reason. ASEM may grant the Customer a specific provision for the original deadline agreed upon.
- 4.4 In case of delay in payments, even if minimum, ASEM reserves the right to immediately suspend the delivery of products/systems with no prior warning, also if object of a different purchasing order.
- 4.5 If the agreed conditions of payment are not satisfied ASEM has the right to bill overdue interests due to the delays in payment according to art. 5 of D.L.gs no. 231/2002, in the limits of L. 108/96 Law on usury, as well as all expenses for the recovery of the credit.

5 LIEN AGREEMENT

- 5.1 The Sale is made with reserve for property upon completion of the payment of the price indicated in the invoice referring to the delivered product.
- 5.2 The issuance of cheques, bills of exchange, drafts or transfers is not considered payment if not resulting in a positive outcome of the above. In case of resolution of the contract ASEM may hold, as penalty for non-fulfilment, the correspondent instalment up to 50% of the price. It is the right of ASEM to be refunded for the greatest damage received.
- 5.3 In case of instalment payments, failure to pay, even of just one instalment, gives ASEM the right to act for the recovery of the entire amount.

6 RESPONSIBILITY AND LIMITATIONS

- 6.1 ASEM is not responsible for the direct and indirect damage to people and/or things if the defect of the product/system that caused the damage did not exist at the time of the transfer of said product/system.
- 6.2 If ASEM should be held liable of any damage caused by the defect of its own products, ASEM will recognize only physical damage or personal injuries or damage to personal property. All other types of damage are excluded.
- 6.3 With reference to damages caused to personal property, ASEM will recognize a maximum amount equal to the price paid by the Customer for the purchase of the product/system and/or service.
- 6.4 The limitations to responsibilities as per this article 6 are applicable also to suppliers, subcontractors and customers of ASEM. Such limitations represent the maximum to which ASEM and its suppliers, subcontractors and customers are collectively responsible.
- 6.5 Except law limitations, ASEM is, in no case, responsible for the following:
 1. Claim for refund by the final user. Delivery recourse claims towards ASEM by the purchaser are in any case excluded;
 2. Loss or damage to data;
 3. Loss of profits, earnings, benefits or any anticipated savings;
 4. Damage to image;
 5. Any other damage be it direct, accidental, special or other economical damage.

7 REPORTING FLAWS - COMPLAINTS

- 7.1 Any flaw, defect and/or lack of quality of the supplied products/systems must be reported at once. Each report and/or complaint must be expressed, upon risk of forfeiture, directly and only to ASEM in writing, within the stringent terms of 8 days from the date of delivery of the supplied product/system.
The communication must be carried out via registered mail to the Asem S.r.l. address, via Buia, 4, 33011 Artegna (UD) or via PEC (certified electronic mail) to the address asem@legalmail.it. The parties agree to exclude any other form of communication of product/system defects.
- 7.2 In any case, the reporting and/or complaints, for any reason, will not give the right to the suspension of payments of the supply carried out by ASEM.

8 WARRANTY

- 8.1 Unless otherwise agreed, possibly indicated in the order confirmation and in the invoice sent by ASEM to the Customer, the warranty period is 12 months. It starts from the date of transport document and expires at the end of the twelfth month following the date of the document itself.
- 8.1.1 If, after sending a product / system as "demo unit", the Customer proceeds with the purchase, the warranty period starts from the date of the invoice and expires at the end of the twelfth month following the date of the invoice itself.
- 8.1.2 ASEM also provides the possibility to extend the warranty period from the standard 12 months up to 18, 24 and 36 months. For the UPS battery packs there is no extended warranty, which therefore remains under warranty only for 12 months.
- 8.2 ASEM guarantees the good manufacturing and the quality of the supplied products/systems on condition that they have been used correctly. In particular:
- 8.2.1 ASEM guarantees that the products/systems are free from manufacturing defects at the time of delivery to the purchaser.
- 8.2.2 During the warranty period ASEM provides a repair service in accordance with the operating procedures and conditions set out in the specific document "Asem S.r.l. Repair Service". In some cases, according to sole ASEM discretion, during the warranty period ASEM can repair a product/system even by replacing it or by replacing parts of it.
- 8.3 The warranty is not valid, and therefore any liability of ASEM is excluded, in the following situations:
- 8.3.1 Damages or breakages occurring during transport, when it is not borne by ASEM;
- 8.3.2 Errors or damage resulting from improper use of the product/system in an inadequate physical environment, both in storage and in operation.
- 8.3.3 Damage or breakage due to malice, negligence, inexperience or malpractice including any damage due to incorrect power supply voltage, power supply voltage fluctuations or wrong power supply groundings towards those provided by user manual, inappropriate maintenance and/or repairs performed by customers or third parties not authorized by ASEM.
- 8.3.4 When any identification label applied on the product/system or part of it is removed or altered.
- 8.3.5 Damage caused to products / systems for which ASEM is not directly responsible, i.e. finished products and / or systems not manufactured by ASEM, purchased and resold upon specific request by the Customer
- 8.4 These conditions of warranty are the only guarantees supplied by ASEM on its products/systems. Therefore, any other agreed forms or conditions for warranty are excluded.

9 JURISDICTION AND COMPETENT COURT

- 9.1 Any controversy inherent to these sale and warranty general conditions is regulated and subject to current Italian regulations and the Customer agrees and accepts the Udine Justice Court as the exclusive competent one.