

**1. General Provisions.**

(a) The following definitions are used hereafter in this document.

- "Seller": refer to Sinapsi srl with its registered office in Via delle Querce 11/13, 06083 Bastia Umbra, Perugia, Italy;

- "Buyer": refers to the person, firm or company the purchase order is received from.

(b) The terms and conditions set out below (the "General Terms and Conditions of Sale and Service") shall form part of all the agreements executed between the Seller and the Buyer for the supply of the Seller products (the "Products"), manufactured by Sinapsi, and they will prevail over any general rules submitted by the Buyer, unless accepted in writing by the Seller.

(c) The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sale and Service. The Buyer acknowledges the following contractual conditions applied by Sinapsi for all transactions with Sinapsi, even if not expressly agreed upon. The Purchaser is invited to take note of the constantly updated General Conditions of Sale and Service, available and downloadable from the website [www.sinapsitech.it](http://www.sinapsitech.it).

**2. Orders.**

(a) Ordes should be sent by e-mail to: [amministrazione@sinapsitech.it](mailto:amministrazione@sinapsitech.it).

(b) Orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller in writing.

(c) On the orders must always be reported the product codes (Sinapsi Srl) and the relative description; in case of discrepancy between code and description, the product description will be valid.

(d) Sinapsi Srl has the right to accept even only a part of the order transmitted to it by communicating it in writing or by directly providing for a partial shipment of the goods; in this case the Customer shall remain bound to the contract regarding the partial supply actually carried out. The orders cannot be cancelled in any case if the goods have already been shipped (en route) or if Sinapsi Srl has procured the products to be sent to the Customer upon specific request of the latter.

(e) Any order, order proposal, or supply request forwarded to the Seller represents an irrevocable contractual proposal to the Seller for a period of sixty (60) days from the date of supplier's reception, being the Seller free to accept or refuse the order according to the Seller's unquestionable judgement. Orders and/or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise the Seller does not accept any responsibility for errors or consequent misunderstandings.

**3. Terms of Payment.**

(a) The prices of the Products shall exclude any statutory VAT wich shall be payable at the date of delivery or pursuant specific provisions. All prices quoted in any documents or correspondence issued by the Seller do not include trasport costs. Taxes, stamps, custom duties and any other supplementary cost are not included in the prices. Unless an exception is made, those costs and expenses will be paid by the Buyer and, in case they are paid by the Seller, their amount will be invoiced to the Buyer as well as with the quoted prices.

(b) The payment of the Net Invoice Price shall be paid free of any reduction by the Buyer according to what stated in the confirmation of order and the same invoice.

(c) The terms of payment are those agreed in the offer. Banking Detail: Unicredit Banca ag.Fontivegge - Perugia - Italy  
IBAN: IT 89 U 02008 03033 000030085393 bic/swift UNCRITM1J03 -

(d) If the Buyer fails to take payments in the time and manner specified by the Seller or the Buyer business shall be operated beyond the ordinary course of business, the Seller shall have the right to suspend or cancel, at its sole discretion, further delivery and to declare all its claims arising from the business relationship as immediately payable.

(e) Should the price not be paid, the Seller will expressly have the right to claim the ownership of the products also towards third parties or towards the Buyer, as well as the right to have the products released and returned (also with the right to obtain release and return injunctions). The Seller will have the right to disassemble and remove the products.

(f) The Buyer shall have no right to make any compensation, retention or reduction unless the counterclaims have been conclusively determined by the court.

**4. Term of Delivery.**

(a) The delivery of the products shall be EXW (Incoterms 2010) from the Seller plant.

(b) Unless different agreement between the parties, the term for the dispatch is the one specified in the confirmation order.

(c) The dispatch terms will be automatically considered as extended in the following case:

(i) should the Buyer not communicate the data that are necessary for the supply within the due time or should the Buyer require changes during work execution or answer late to the request of drawing and executive layout approval;

(ii) should the Buyer have outstanding payments;

(d) The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of the Buyer.

**5. Duty to Inspection an acceptance of Products.**

(a) Upon taking possession of the Products, the Buyer shall immediately:

(i) check quantities and packaging of the Products and record any objection on the delivery note;

(ii) conduct a conformity check on the Products compared to the data indicated in the confirmation.

(b) In case of a notice of defect the Buyer shall comply with the following procedures and deadline:

- (i) the notification shall be made by no later than 5 (five) working days from the taking possession of the Products by the Buyer;
- (ii) the above mentioned notice must be issued by means of filling of the apposite "MOD 03 T "RM FORM", downloadable from [www.sinapsitech.it](http://www.sinapsitech.it), strictly according to the instruction contained therein, and forwarded to the Seller within the deadlines, by e-mail to [rm@sinapsitech.it](mailto:rm@sinapsitech.it) or by fax at the numer +39 075 8014602.
- (c) Any Products to which objection shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted by the Buyer.

#### 6. Terms of Warranty.

- (a) The Seller hereby represents and warrants that the Products shall be free from defect and shall comply with the technical specifications forwarded by the Seller.
- (b) Under warranty obligation, the Seller commits to replacing and/or repairing the spoilt and/or faulty defect without any further refunding obligation deriving from direct and/or indirect and/or subsequent damage deriving to the Buyer or any third parties due to product defects.
- (c) The warranty shall be valid only on the products used in suitable environment and for suitable applications; every improper use of the products is forbidden. The Products are guaranteed for a period of 24 (twenty-four) months from the date of the shipment of the Products themselves. ; for all other Products that Sinapsi commercializes applies the legal warranty of 12 (twelve) months.
- (d) Such warranty only includes the substitution or repair of the defective Products with the exclusion of any other and different obligation. The Product will be repaired by the seller at its own office. The Buyer must request return material authorization to the Seller by means of filling of the apposite "MOD 03 T " RM FORM", which can be downloaded from the website [www.sinapsitech.it](http://www.sinapsitech.it), strictly according to the instruction contained therein, and forwarded. Only after the confirm of the return material authorization the Buyer will provide with the sending at his own expenses the defective Product with reason "return on repairing account" to the office ad indicated by the Seller. The Seller will transmit to the Buyer the new Product or the repaired Product, bearing therefore the costs of the shipment.
- (e) The warranty shall not be valid if the defect or not conformity will prove to be depending on not correct on not suitable applications of the product, or if the product has been non correctly placed in operation. Any alteration, change or replacement of product parts, which has not been authorized by the Seller, releases the Manufacturer from any civil or penal liabilities, and makes the warranty void. The warranty does not cover the normal products parts subject to consumption.
- (f) The repair of the product resulted out of warranty is totally at Buyer's charge and it will be performed after approval from the latter of the estimate issued by the Seller.

#### 7. Limitation of Liability.

- (a) The Seller shall do its best endeavor to deliver the Products within the time agreed (if any), but it shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contractor or delivery of the Products.
- (b) The Seller will be entitled to make changes to the product at any moment, due to production needs, provided those changes do not alter the product performance and/or specifications in a substantial way.

#### 8. Assistance.

For the entire duration of the warranty, Sinapsi Srl provides technical assistance service on the product; this service is intended to solve problems and malfunctions of the products supplied, and does not include support for the configuration and/or commissioning of the same, for which please refer to the appropriate manuals and/or training courses. Sinapsi Srl is not responsible for configurations made by technical staff of the CUSTOMER or third parties, nor for any damage caused by such configurations on hardware and software equipment of third parties.

The technical support is guaranteed or upon request that must be made exclusively through the compilation of the form on the site at the following link <https://www.sinapsitech.it/en/customer-service/>, or via e-mail at the address [service@sinapsitech.it](mailto:service@sinapsitech.it), indicating the serial number of the device, the problem detected and the telephone number; the request for assistance will be taken care of within 48/72 working hours. At its discretion, Sinapsi's assistance service will answer via email or contact the applicant by phone. In addition to the above mentioned modalities, it is possible to sign an assistance contract that allows priority access to the assistance service.

At the discretion of the technical staff of Sinapsi Srl it will be possible to fix assistance by telephone or via remote connection via internet; It may be required to staff of the CUSTOMER to make backup and restore configuration in order to reproduce the operating conditions of the software/hardware in the lab. In the absence of availability to that these works, it will be required to CUSTOMER to send the product/s in assistance through a special RM procedure described in the section of this document; in any case Sinapsi S.r.l. is not responsible for data contained within the devices supplied/monitoring systems. It remains at the customer care to perform the appropriate backup before shipment. Sinapsi S.r.l. reserves the right to apply a reimbursement of costs incurred if the problem described by the CUSTOMER is not found, but it depends on external factors (eg configuration didn't perform by Sinapsi Srl staff). In no case the warranty terms require free intervention of our technical staff.

Sinapsi Srl is available to perform directly or through its network of partners, at its discretion, commissioning interventions on-site at the express request of the CUSTOMER.

**9. Nature of relationship**

Since the relationship between commercial operators acting within the scope of its business of information technology products sale/distribution all regulations to protect consumers do not apply, including, in particular, Legislative Decree n° 50 of 1992 (right to withdrawal) and Legislative Decree n°185, 1999 (distance contracts).

**10.Brands.**

(a) Any identification brand and/or any other identification form positioned on the products which are sold by the Seller will not be removed without the Seller's written agreement. Any distortion and/or change of the brand name or technical data or labels applied by the Seller will represent a counterfeiting and illegal behaviour, prosecutable by the Seller at the Buyer's plant or at the third parties' who hold the products. Moreover in those cases the Buyer's warranty will be considered as lapsed.

**11. Processing of Personal Data**

In relation to activities related to the execution of the Contract, the Parties comply, each within their own jurisdiction, with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the "protection of natural persons with regard to the processing of personal data and the free circulation of such data "(hereafter:" GDPR "), as well as any other legal or regulatory provisions on the matter and the provisions of the Data Protection Authority personal data applicable to the services / activities covered by the Contract.

Each Party recognizes and accepts that personal data relating to the other Party, as well as personal data (eg name, company email address, etc.) of its employees / collaborators, possibly involved in the activities referred to in this Contract, will be processed by the other Party as the Owner for purposes strictly functional to the establishment and execution of the Contract itself and in accordance with the information provided by each pursuant to and for the purposes of article 13 of the GDPR that the other Party undertakes to bring to the attention of its employees / collaborators, as part of its internal procedures.

**12. Applicable law.**

(a) The present General terms, shall be governed by Italian laws.

**13. Jurisdiction.**

(a) Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General terms, shall be of the exclusive competence of the referred to the Court of Perugia.

## Company Contacts:

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