

1 DEFINITIONS

The "Seller" means FIDA Srl, a company registered in ITALY under company registration number 11439920155.

The "Purchaser" means the person firm or company to be supplied with the "Goods" by "the Seller".

"Goods" means the goods, materials, installations and/or other items and services to be supplied pursuant to the Contract.

The "Contract" means the contract of sale and purchase of certain "Goods" made between the "Seller" and the "Purchaser" to which these "Conditions" shall apply, and which shall include any order issued thereunder.

"Order" means your order for the purchase of our "Goods".

"Order Acknowledgement" means the written acknowledgement from "the Seller" confirming acceptance of the "Purchaser" "Order".

"Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by "the Seller".

"Specification" means the description or specification of the "Goods" provided in writing by "the Seller" to "the Purchaser".

"Late Payment Fee" means the late payment processing fee that will be charged to the Purchaser by the Seller if the Purchaser fails to make payment by the agreed due date.

2 INTERPRETATION

In this Agreement (except where the context otherwise requires) a reference to a clause means a reference to a clause of this Agreement. The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.

"Writing" includes email, fax, and comparable means of communication.

3 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Seller and the Purchaser and supersedes and extinguishes any and all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

4 BASIS OF THE SALE

An Order constitutes an offer by the Purchaser to purchase Goods from the Seller under the terms of these Conditions. By accepting the Seller's written quotation or by placing an order for Goods the Purchaser shall be deemed to have accepted these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

These Conditions may NOT be altered, supplemented, or amended by the use of any other document(s) from the Purchaser. The Purchaser waives any right they might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with these Conditions.

Quotations by the Seller shall not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to acceptance of the Purchaser's Order.

Any advice or recommendation given by the Seller or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by an authorised technical representative of the Seller is followed or acted upon entirely at the Purchaser's own risk and accordingly the Seller shall not be liable for any advice or recommendation which is not so confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

5 SALE AND PURCHASE

The Purchaser agrees to purchase the Goods from the Seller and the Seller agrees to sell the Goods to the Purchaser.

All quotations are valid for a period of thirty (30) days from the date of issue from the Seller to the Purchaser.

The Seller reserves the right to refuse to accept an order from the Purchaser and such refusal shall be at the absolute discretion of the Seller.

The Purchaser shall not be entitled to cancel in whole or in part any order which the Seller has accepted whether orally or in writing without the Seller's written agreement. If the Seller agrees to such cancellation, the Purchaser shall reimburse the Seller for all costs, losses and expenses incurred by it as a result of the cancellation.

The Seller reserves the right to make any changes in Specification relating to the Goods which are required to conform to any applicable safety or other requirements, or which do not materially affect the quality or performance of the Goods. All Specifications, drawings and technical documents supplied to the Purchaser by the Seller are supplied solely for the use of the Purchaser in connection with the Goods and such Specifications, drawings and/or technical documents shall not be communicated to any third party without the prior written consent of the Seller.

Any performance figures quoted or referred to in any specification are estimates only based on compliance by the Purchaser with the operating instructions contained in the current User Manual at the date of the Seller's acceptance of order, and the operation of the Goods by suitable qualified staff. No order submitted by the Purchaser shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

The Purchaser shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable Specification) submitted by the Purchaser. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's Order Acknowledgement or the Purchaser's order (if accepted by the Seller).

6 PRICING AND TERMS OF PAYMENT

The price of the Goods shall be the Seller's price as per the quotation or the price listed in the Seller's published price list current at the date of Order Acknowledgement. All prices quoted are valid for 30 days only or until earlier acceptance by the Purchaser, after which time they may be altered by the Seller without giving notice to the Buyer.

The Purchaser shall pay the total price of the Goods before shipment, unless any special terms have previously been agreed in writing between the Purchaser and the Seller. Details of the account to which payment is to be made can be found on the invoice sent by the Seller.

Payment terms is indicated on invoice. In any case of late payment, even if partial, the Seller shall be entitled to:

- charge interests and debt collection expenses, including judicial expenses, up to the settlement as per D.Lgs. 231/02 (Dir. 2000/35/CE) as amended and revised from time to time, so long as the amendment in favor of Vendor (e.g. Dir. 2011/7/CE).
- suspend any delivery to the buyer
- demand the return of any and all products already delivered and not paid.
- terminate the contract – as well as any other contract existing between the parties - by buyer's default or cause.

The price is exclusive of any Value Added Tax applicable at the date of the invoice and which shall be payable in addition. This amount shall be charged

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separately on any quotation.

The Seller shall be entitled to invoice the Purchaser for the price of the Goods upon dispatch or at any time as agreed. However, if the Goods are collected by the Purchaser the Seller shall be entitled to invoice the Purchaser for the price of the Goods at any time after the Seller has informed the Purchaser that the Goods are ready for collection

Except as otherwise stated under the terms of any quotation or in any price list of the Seller, all prices are given by the Seller on an ex works basis.

Where the Seller agrees to deliver the Goods otherwise than from the Seller's premises, the Purchaser shall be liable to pay the Seller's charges for transport, packaging and insurance.

The Purchaser shall pay for the Goods in full and without any deduction or set-off upon receipt of invoice.

7 RISK AND TITLE

Risk in the Goods shall pass to the Purchaser on collection of the Goods or completion of delivery.

Title to the Goods shall not pass to the Purchaser until the Seller has received in full (in cash or cleared funds) all sums due in respect of:

- the Goods; and
- all other sums which are, or which become due to the Seller from the Purchaser on any account.

8 DELIVERY

Unless otherwise agreed in writing by the Seller, the Seller shall deliver the Goods by the means most convenient to the Seller to the address or addresses specified by the Purchaser at the time of placing the order. The Purchaser shall provide all requisite instructions, documents, licences and authorisations required for or relevant to the delivery of the Goods to enable delivery to take place. The Seller shall not be liable for any failure or delay in delivery as a result of the Purchaser failing to comply with this condition or any other condition.

If the Contract requires the Purchaser to take delivery of the Goods at the Seller's premises the Seller shall notify the Purchaser of the collection date (being the date on which the Goods are or will be ready for delivery) and the Purchaser shall take delivery of the Goods within 7 days of the collection date.

Should the Seller be delayed in or prevented from making delivery of the Goods due to any cause whatsoever beyond the reasonable control of the Seller the Seller shall be at liberty to terminate the Contract or suspend the order placed by the Purchaser without incurring any liability for any loss or damage arising therefrom, but without prejudice in any such case to rights accrued to the Seller in respect of deliveries already made.

While the Seller will endeavour to deliver the Goods by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and the Seller will not be liable for any failure to deliver the Goods by such a date or within such a period. Time for delivery shall not be of the essence of the Contract. Moreover, the Seller shall be entitled to defer delivery until any monies due from the Purchaser have been received.

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Purchaser in respect of any one or more instalment shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

If the Purchaser fails to take delivery or collection of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may at its option;

- store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage or;
- sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser or the excess over the price under the Contract or charge the Purchaser for any shortfall below the price under the Contract. The Purchaser shall pay such shortfall to the Seller within 30 days of the date of the Seller's demand, therefore.

If the Purchaser does not collect the products from the Seller within 7 days as stated in clause 8.2 or if, after a failed delivery to the Purchaser, the Purchaser does not re-arrange delivery or collection, the Seller shall contact the Purchaser for further instructions and may charge the Purchaser for storage costs and any further delivery costs. If, despite the Seller's reasonable efforts, the Seller is unable to contact the Purchaser or re-arrange delivery or collection, the Seller may terminate the Contract.

Any liability of the Seller for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

All deliveries by the Seller will be carried out by third party agents and as such any liability for damage or loss to property during any such delivery should be communicated to the seller and the distributing agent as soon as any perceived loss has arisen.

Upon delivery of the goods, the Purchaser will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Purchaser to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the Goods, this should be noted on the Proof of Delivery. The Seller shall not be liable for discrepancies or damage evident on delivery where the Purchaser accepts delivery and signs the Proof of Delivery without amendment.

9 SPECIFICATIONS

The Purchaser shall indemnify, and keep indemnified, the Seller in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Seller as a result of or in connection with any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods.

The sale of Goods shall not by implication or otherwise convey any licence under any patent relating to the product or compositions.

The Seller has made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in its sales and marketing literature. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process.

If the Seller finds, or is made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents the Seller will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

The Purchaser warrants that any design or instructions furnished or given by him shall not be such as will cause the Seller to infringe any letters patents, registered design, trademark or trade name in the execution of the Contract.

The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

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10 WARRANTIES AND LIABILITIES

Subject to the conditions set out below the Seller warrants that the Goods at the time of delivery will be free from defects in material and workmanship. The Seller may agree with the Purchaser to issue an additional warranty extending the length of the standard warranty of 12 months.

The above warranty is given by the Seller subject to the following conditions:

- The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;
- The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, hardware damage caused by atmospheric events, accidental falls, violent shocks; failure to follow the Seller's instructions; misuse or alteration or repair of the Goods without the Seller's approval; negligence, incorrect or improper use and installation; electric discharges and voltages that do not comply with the characteristics of the product, described in the manual or on the reference plates; installation of new components, or software not specifically installed by the Seller; from installations, not performed by the Seller, which are incorrect or do not comply with the Seller's specifications; from use of non-original accessories and consumables; from the use of non-certified and non-original software products; tampering with the products or, in any case, when the guarantee seal is removed; any intervention by customers on products under warranty and not previously and exclusively authorized in writing by the Seller; damages, accidents and failures caused or deriving from transport or fortuitous causes, not dependent on the Seller;
- All consumables are not included in the warranty.
- The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

Subject as expressly provided in these conditions all warranties, conditions or other terms implied are excluded to the fullest extent permitted by law.

Any claim by the Purchaser which is based on any defect, shall (whether or not delivery is refused by the Purchaser) be notified to the Seller within 7 days from the date of delivery or (where the defect of failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Purchaser does not notify the Seller accordingly, the Purchaser shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

Where any valid claim is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Purchaser the price of the Goods (or a proportionate part of the price) against return of the Goods in question.

The defects and damages revealed during the Warranty period shall be removed free of charge exclusively by the Seller, within 14 working days from the return date of delivering the device to the Seller's premises. The Goods should be packed in a way that allows for safe transport, i.e., if possible, in the original packaging, or, if there is no original packaging, in substitute, cubic packaging, which protects the Goods against damage in transport. In case of request of the Purchaser the Seller can ship the spare parts to the Purchaser who must follow the instructions of the Seller in order to repair the Goods. Except for the material delivered or collected directly by the Seller, the goods always travel at the Customer's own risk and cost. The Purchaser releases the Seller from any liability for damage, loss or disruption attributable to the carrier, even if chosen by the Seller.

The Seller supplies the "on-site" repairing service only if expressly specified in the contract or order confirmation. If not differently specified the standard Service level agreement is the following: HelpDesk (5/7 8.00 – 17.30); response time (Next business day); Onsite intervention (5 working days); Repair time (Best efforts). In case of on-site intervention (only if contractually provided), the devices being repaired must be accessible without the aid of lifting equipment and / or scaffolding. It is eventually the customer's responsibility to guarantee the accessibility of the equipment in compliance with current safety regulations.

11 LICENSES AND CONSENTS

If any licence or consent of any government or that authority shall be required for the purchase or importation of the Goods by the Purchaser, the Purchaser shall obtain the same as its own expense and if necessary or so required produce evidence of the same to the Seller on demand.

12 FORCE MAJEURE

For the purposes of these Conditions, a Force Majeure event means an event beyond the reasonable control of the Seller or Purchaser including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

The Seller shall not be under any liability to the Purchaser in respect of any failure to perform or delay in performing any of its contractual obligations to the Buyer attributable to any Force Majeure event or other cause of whatsoever nature beyond the Seller's reasonable control and no such failure or delay shall be deemed for any purpose to constitute a breach of contract. If the Force Majeure event prevents the Seller from providing any of the Goods and/or Services for more than 90 days, the Seller shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Buyer.

13 TERMINATION

Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Purchaser if:

- the Purchaser commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing of the breach;

The clause also applies if:

- the Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or
- the Purchaser ceases, or threatens to cease, to carry on business; or
- the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.
- If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract

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or suspend any further deliveries under the Contract without any liability to the Purchaser, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. If any part of the price is not paid when it is due, work on the Goods is held up by anything attributable to the Purchaser or the Purchaser becomes bankrupt, insolvent, goes into liquidation or appoints a receiver, the full price of the Goods shall become immediately due and payable by the Purchaser. In such circumstances the Seller may cancel the Contract or cancel or suspend delivery of all or part of the Goods.

14 NOTICES

Delivery of the Goods is deemed to have taken place when the goods are delivered to the address nominated by the Purchaser when placing the order, or when the goods are collected from the Seller's premises or another nominated place set out in writing. Upon delivery of the goods, the Purchaser will be asked to sign a Proof of Delivery to acknowledge safe receipt. Any notice required to be given under these Conditions in writing shall be deemed to have been duly given if sent by pre-paid first-class post, fax transmission, email or any other method that the Seller reasonably determines will provide appropriate notice.

15 AMENDMENT OR VARIATION

The Seller reserves the right to amend these Terms and Conditions at any time. Orders already in progress would remain governed by the Conditions in force at the date of the Order acceptance unless a variation is agreed by both parties in writing. The Purchaser may be deemed to have consented to the revised/amended Conditions if they continue to place orders for Goods even after revision and amendment thereof.

16 CONFIDENTIALITY

The Purchaser shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Purchaser by the Seller, its employees, agents or subcontractors, and any other confidential information concerning the Seller's business, its products and services which the Purchaser may obtain.

The Purchaser shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Purchaser's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.

This clause shall survive termination of the Contract.

17 JURISDICTION

Any controversy regarding this contract or in relation to it are under the jurisdiction of the Court of Milan (Italy).

18 PARTIAL INVALIDITY OF CLAUSES OF THE CONTRACT

In case of any invalidity occurred to one of these clauses or conditions indicated in these general sales terms and conditions, all the remaining ones will be still effective.

Rev. 1 settembre 2020

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