

GENERAL TERMS AND SALES CONDITIONS AGREEMENT

This Agreement contains the General Terms and Sales Conditions which govern the sale and purchase relationship between:

COMARK S.r.l. hereinafter referred as the “**Seller**”
and
The Customer hereinafter referred as “**Buyer**”

The following conditions are hereinafter referred to all types of products and services of **COMARK S.r.l.**

PREMISES

The following General Terms and Sales conditions shall apply to all Seller's orders and offers, except where agreed or specified otherwise in writing by the Seller. Any purchase order sent by the Buyer to Comark S.r.l implies the full acceptance of the said General Terms and Sales Conditions even if not signed by the Buyer.

These General Terms and Sales Conditions supersedes and cancels in all respects all previous agreements preceding conditions of sale and pre-contracts.

DEFINITIONS

In this Agreement, unless otherwise specified, the following expressions shall have the following meanings:

Order Acceptance: means any written document from the Seller to the Buyer setting out the terms on which the Buyer's order is accepted and, where the payment terms and delivery date are specified.

Customer: means an individual or business that purchases another company's goods or services and is able to enter into supply agreements with any Seller, distributors or wholesaler in Italy or abroad or in consignment.

Limited Warranty: is applied to all the purchase orders and are integral part of any offer and order acceptance.

General Terms and Sales Conditions are applied to all the purchase orders and may be derogated in a Contract or in a Purchase Order only where expressly mentioned and agreed. The General Terms and Sales Conditions are integral part of any offer and order acceptance.

Sales and Purchase Contract: Contains all the provisions aimed at regulating a more complex relationship, connected to the type of supply.

Force Majeure: means unforeseeable circumstances or any cause or condition due to extraordinary and unpredictable events, including but not limited to: act of God, earthquake, hurricanes, wars, rebellion, pandemic.

Warranties: commitment of the Seller of an article to repair or replace it if necessary, within a specified period of time.

Working Days: means all working days including Saturdays.

Order: means the list of products and/or services requested and any special conditions if required, that govern the relationship between Seller and Buyer.

Words importing the singular shall also include the plural and vice-versa where the context requires.

1) GENERAL PROVISIONS

1.1 The present Terms and Sales Conditions are available on the website www.comarkud.it at the link: www.comarkud.it/generalterms and sales conditions/

1.2 The Supply is subject to the acceptance of these General Terms and Sales Conditions by the Buyer, who shall check them on the site and / or request a copy. The execution of the order will be considered as acceptance of these Conditions. Any dissenting terms and conditions shall only apply

if confirmed in writing by the Seller within 5 (five) working days from receipt of the General Terms and Sales Conditions.

1.3 The acceptance expressed or implied form a withdrawal by the Buyer of its own particular or general Terms and Sales Conditions. Any condition present in the order sent by the Buyer that modifies, contrasts or contradict the present General Terms and Sales Conditions will be considered void and null and not applicable except different agreements. The Seller does not accept agreements or verbal commitment of its employees or distributors. Any exceptions to the terms and sales conditions shall be confirmed in writing by the Seller.

1.4 The Seller reserves the right to change the Terms and Sales conditions at its own discretion. The most up to dated version will be published on the website: www.comarkud.it.

1.5 The order shall be deemed as irrevocable purchase order and shall be accepted by the Seller by mean of an order acceptance or by order fulfillment.

2) CLARIFICATIONS

2.1 All references herein to masculine gender shall include the feminine gender or the neuter gender and vice versa; references to persons include bodies corporate, firms, and unincorporated associations.

2.2 Execution and Interpretation of this Agreement shall take place in good faith and to the purpose of mutual satisfaction.

3) ORDER PROCEDURES

3.1 All purchase orders shall be sent in writing and shall be fulfilled with the correct wording to enable the correct understanding of the product needed and the service required. Any verbal order or order communicated by phone will be rejected.

3.2. The Buyer may request the cancellation or the modification of the order by a written communication within 4 (four) working days from order's receipt and in any case before the beginning of the production.

3.3. The Seller has the right to refuse the modifications, or the cancellation of the order based on the work in progress of the project. The modifications and cancellation shall be expressly accepted by the Seller. The Buyer shall anyway pay the executed part of the project that has been already produced before the cancellation/modification of the order.

4) PRICES AND PAYMENT CONDITIONS

4.1. The Sales offers, unless otherwise expressly agreed in the offer, are valid for a maximum period of 30 (thirty) days from the order's issuing. Once the deadline has elapsed, the offer will automatically expire.

4.2. The price is expressed in Euro and must be paid in Euro. The prices shall exclude any statutory VAT.

4.3 Taxes, duties, shipping, insurance, installation, end user training, after sales service are not included in the prices unless separately quoted.

4.4. The payment shall be made within the terms agreed even in case of late delivery or in case of partial loss or total loss of the good for reasons not attributable to the Seller. In case of installments, the non-payment of one installment entails the payment of the outstanding amount. In any case the payment is considered valid once the full payment of the purchase price has been transferred and upon receipt of the full payment into the Seller's account.

4.4 If the Buyer fails to pay the amounts in due time as per payment terms, the Seller will apply statutory commercial interests on the outstanding amount.

4.5. The Seller, in case of payment delay by the Buyer, or in case of high financial exposure or coverage's risk, will be entitled to: i) ask for an advanced payment or cash on delivery; ii) ask for guarantees iii) terminate or partially suspend the production of the good/goods in work in progress; iv) to stop the deferred payment agreed and to ask for the full amount.

5) DELIVERY

5.1. The delivery terms are agreed upon the acceptance order, unless otherwise specified in the Contract.

5.2. The Seller is not responsible of any delay in case of a) force majeure or extraordinary events; b) raw material shortage c) shortage of energy sources d) Buyer's delays due to: e) failure or late communication of important data for the execution of the order; f) failure to respect the payment agreements.

5.3. Late deliveries attributable to the Seller may give entitlement to compensation only if penalties have been previously agreed in the contract and in any case the penalties shall not exceed 5% (five) of the total value.

5.4. Unless otherwise agreed, in case of Ex -works Tavagnacco (Udine) – Italy or Freight Collect, the Buyer shall collect the good/goods within 2 (two) working days from the written communication by the Buyer stating the readiness of the good for pick up. The Seller is entitled to deny any modification on the delivery. If the collection of the good in full or partially cannot be done even in a later date for reasons not attributable to the Seller, after (15) fifteen days from the notice sent in writing to the Buyer that the goods are ready, the Seller will have the right to charge the Buyer for storage costs equal to 0.3% of the total value of the goods for each working day. In the event of a delay exceeding 30 (thirty) working days from receipt of the notice, the Seller shall have the right to unilaterally terminate the contract and to withhold, as compensation, any sums already paid by the Buyer, except any further damage for which compensation may be due.

5.5 Title of property of the good shall pass to the Buyer upon full payment of the purchase price and upon receipt of the full payment by the Seller. As long as the property of the good is not passed to the Buyer, the Seller is entitled to sell or write off the full or the partial good.

5.6. In case of any modification (s) in the order, agreed between the Parties, the delivery date will be automatically updated.

6) LIABILITY AND DEFECT NOTIFICATION

6.1. Unless otherwise specified, the Goods will be sent on ex – works basis by the Seller and the transport's risk is borne by the Buyer. In case of Freight Collect, expressly agreed by the Parties, the Seller will be entitled to choose the courier.

6.2. The Buyer upon receipt of the goods, is entitled to check the quality and quantity of the purchased good.

6.3. The Buyer has the duty to inform in writing within 5 (five) working days from receipt of the good any defect notification and the good shall remain at disposal of the Seller. In case of hidden defects, the notification shall be done within a maximum of 1 (one) month from the receipt of the good. The complaint must contain a report with all the data necessary to trace the shipment such as purchase order, delivery note, invoice etc.

6.4. The Seller, at its sole discretion and in relation to the type and state of the goods, may: i) supply the missing good in case of quantity's error. ii) repair/replace the claimed good iii) to grant a discount for a future supply iv) issue a credit note and arrange the goods collection. Any complaint or dispute beyond the terms of this Agreement will not be taken into consideration and the goods will be deemed in compliance.

7) LIMITED WARRANTY

7.1 The clauses related to the Limited Warranty are available on the website: www.comarkud.it – download.

7.2. Unless otherwise agreed in a specific Sales or Purchase contract signed by both Parties, the warranty on the product supplied is ruled by the document “**Limited Warranty**” available on the website: www.comarkud.it – otherwise a copy may be requested.

7.3. All warranty services will be suspended without prior notice, in the event of insolvency or late payments by the Buyer.

8) TERMINATION

8.1. In the event of total or partial non-payment or violation of the General Terms and Sales conditions, the Seller will have the right to suspend the supply and the related guarantees as well as to immediately terminate any relationship.

8.2. The termination by the Parties is also valid in case of: bankruptcy, or any other insolvency procedures provided for by law; even the sale of the Company or the sale of a business unit.

9) INTELLECTUAL AND INDUSTRIAL PROPERTY, CONFIDENTIALITY AND PRIVACY

9.1. If the Buyer intends to benefit from the right to use the Comark Trademarks, he shall obtain the Seller's written permission, specifying the reasons and purposes of the request. The Buyer may not use or reproduce the Trademark with shapes, colors, and proportions different from those provided by the Seller.

9.2. General Restrictions. Reseller acknowledges that the Product contains valuable trade secrets of Comark and its suppliers. Except as provided herein, Reseller shall not: (a) alter or remove any notice or legend of Comark's copyright, patent or other proprietary right appearing on or in the Products; (b) modify, adapt, alter, translate or create derivative works from the Products; or (c) reverse engineer the Products or reverse-compiling, decompiling or attempt to derive the source code of any object code contained in any of the Products.

9.3. All the projects, technical documents and know-how related to the supply shall remain in the property of the Seller and are protected by trademark and patent law.

9.4. The Buyer, its employees, agents, distributors, subcontractors shall maintain strict secrecy on the contents of technical documents, received during the supply including prices, financial information, market information, distribution methods, production and technical information.

9.5. The Vendor guarantees that the information and personal data communicated will be treated as defined in the "Privacy policy" available on the website: www.comarkud.it – download.

10) EXCLUSIVE PROPERTY

10.1 All goods object of the sale or of the supply shall remain exclusive property of Comark SRL until the full payment is done. It is understood that in the event of non-fulfillment by the Client, all expenses including legal both in and out of court, that Comark will incur for the recovery of its goods will be charged to the Buyer.

11) SOLVE ET REPETE.

11.1 The Purchaser shall not raise objections regarding the execution of the contractual service by Comark SrL if he has not fully fulfilled its obligations, concerning the payment for the service, any expenses, interest, and compensation for damage.

12) LIABILITY AND EXEMPTION CLAUSE

12.1 Without prejudice to the mandatory legal provisions, the Seller ensures the execution of this Agreement, but remains exempt from all contractual and or extra-contractual liability for direct and/or indirect damages, incurred by customers and / or by third parties consequently to malfunctions, breakages, or failure to notify alarm signal, except in the case of events attributable to Comark or its collaborators for intent or gross negligence. In particular, Comark shall not be responsible for any inconvenience that may arise due to the lack of functionality of the devices, software and systems supplied and will consequently not be requested to pay any compensation.

12.2 The Seller shall not be held responsible for improper use or use for purposes other than those for which the product was designed. Comark products are not designed for people's safety, protection, and security.

12.3 Furthermore, the Seller will not be liable in the event of failure or incorrect maintenance with respect to what is indicated in the technical documentation.

12.4. Seller's liability is excluded for any damage indirectly caused by the use of the goods supplied, such as, but not limited to, damage from loss of profit due to productions or business interruptions.

13) JURISDICTION AND GOVERNING LAW

13.1 Any dispute, controversy or claim arising out or in connection with this Agreement shall be settled through friendly consultation between both parties, in good faith.

13.2 If no settlement can be reached within 60 (sixty) working days from the date of submission of the relevant dispute, controversy or claim by one Party to the other Party, then such dispute, controversy or claim shall be submitted in writing by registered mail and confirmed by the other party. The Parties agree that the Court having exclusive jurisdiction for any controversy or claim is the Court of Udine.

13.3 This Agreement shall be governed by and construed in all respects in accordance with the laws of Italy.

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For acceptance by the Buyer (stamp and signature) _____

Persuant articles 1341 1342 of the Italian civil code the Buyer hereby specifically accepts the following provisions: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the this General Terms and Sales Conditions agreement.

The Seller _____

The Buyer _____