

# General Terms of Sale

## Art. 1 – General Provisions

These terms of sale (the “Terms”) govern all terms and conditions of the supply of products by Alleantia s.r.l. (“Alleantia”) to the customer specified in each order (the “Customer”).

Alleantia reserves the right to add, amend or eliminate any provision of these Terms, it being understood that such additions, amendments or elimination will apply to all sales concluded after the variation of these Terms.

Any exceptions or changes to these Terms will be effective only if expressly accepted in writing by Alleantia. Alleantia shall not be bound by general terms of sales of its Customers, not even if such terms are referred to or contained in the orders or in any other documentation sent by the Customer, without Alleantia’s prior written consent.

## Art. 2 – Supply

Products to be supplied are specified in the order sent by the Customer and confirmed in writing by Alleantia in its order confirmation.

The supply also includes Alleantia’s standard technical documentation, such as the user manual and installation instructions. Such technical documentation shall not be used, without Alleantia’s prior written consent, for purposes other than installation, use or maintenance of the products.

Should the supply include third-party products of which Alleantia is a distributor, all manufacturer’s technical documentation will be included in the supply and manufacturer’s warranties shall apply.

## Art. 3 – Prices

Prices of products are indicated in Alleantia’s price list or, should a product not be included in the price list, or the price list not be available, in Alleantia’s offer, subsequently confirmed in the order confirmation. In any case, Alleantia reserves the right to modify at any time the prices of its products, without need for prior notification to its Customers.

Prices are indicated in Euro, VAT excluded, and are calculated ex works at Alleantia’s operative office in Pisa, Italy.

Prices do not include all other taxes, charges and fees due in the Country where the products will be imported and installed/used, which remain the sole responsibility of the Customer. Prices neither include shipping expenses. All such costs shall be borne by the Customer and will be separately listed in the invoice.

Prices include ordinary packaging of products. Any special packaging requested in writing by the Customer will be invoiced at their cost.

## Art. 4 – Offers

Unless otherwise specified in writing, Alleantia’s offers are valid for 30 calendar days from the issuance date.

#### **Art. 5 – Orders**

Each order shall be sent to Alleantia in writing and be duly signed by the Customer. Orders are considered valid if received via email at the following address: [sales@alleantia.com](mailto:sales@alleantia.com). Verbal orders are not accepted.

Alleantia accepts orders with split deliveries with a commitment to collect the products within a maximum period of 3 (three) months from the date of order. The minimum amount for orders with split delivery is Euro 6.000,00. Each collection of such orders shall not amount to less than Euro 2.000,00. Products shall be ordered in multiples of the “minimum package” requirement indicated in the offer of Alleantia or in its price list.

#### **Art. 6 – Order Confirmation**

The order of the Customer is deemed accepted only after the issuance of an order confirmation by Alleantia. Should an order confirmation include terms and conditions that differ from those included in the Customer’s order, the sale is deemed concluded following two business days from the date of receipt of the order confirmation containing the differing conditions, absent any written contestation by the Customer regarding the differing conditions within such term.

The order confirmation shall be in writing; it is considered valid even if sent by email to the email address duly notified by the Customer.

#### **Art. 7 – Delivery Terms**

Delivery terms listed in the order confirmation of Alleantia are to be considered approximate and, therefore, Alleantia shall not be liable for any delay in the delivery with regard to the terms indicated therein, nor any delay may constitute grounds for cancellation of the order of the Customer.

Should delivery of the products or the collection of the same by the Customer be delayed for reasons ascribable to the Customer or to any third party subject the control of the Customer, the latter undertakes to reimburse Alleantia of any damage, cost and expense suffered and borne by Alleantia by reasons of such delay.

#### **Art. 8 – Software License**

Alleantia grants to the Customer a limited, non-exclusive, nontransferable, nonsublicensable license to use the software installed in the purchased products, only for the purposes described in the user manual of the products. For each purchased product, the Customer may use only one copy of the software installed in it.

The software installed in the purchased products constitute Alleantia’s intellectual property. The structure, organization and source code of the software constitute important and valuable industrial secrets and confidential information owned by Alleantia.

The Customer, therefore, shall not in any way copy, decompile, reverse engineer, disassemble, attempt to obtain the source code of, decrypt, modify or create derivative works of the software. Any kind of modification or addition to the software installed in the purchased products is prohibited at any time and for any reason.

Furthermore, the Customer shall not use any device, software or other means to circumvent or remove any form of technical protection or usage restriction of the software implemented by Alleantia or to enable functionality of the software disabled by Alleantia.

Customer will use software at its own risk. In no circumstances Alleantia may be held liable for any loss or damage, including loss of profits and other losses resulting from the use or the inability to use the software stand alone or in association with any other program, equipment or machinery of the Customer or of third parties.

#### **Art. 9 – Intellectual Property**

The Customer acknowledges and accepts that nothing in these Terms are intended to confer any right on trademarks, commercial names, copyright, patents or other form of intellectual property related to Alleantia products, except for the provisions contained in these Terms, with particular reference to Art. 8 above.

#### **Art. 10 – Transfer of Ownership**

The Customer acquires ownership of the products at the time of their collection at Alleantia facility based in Pisa. Should the Customer expressly request the delivery of the products at its domicile or office, ownership is acquired at the time of delivery of the products to the courier. Therefore, Alleantia shall not be liable for any loss and/or damage to the products upon delivery of the products to the Customer or to the courier, as the case may be.

#### **Art. 11 – Standard Warranty**

As for the hardware components of its products, Alleantia warrants that the products are sold without material or manufacturing defects. This warranty lasts for 12 months from the data of delivery of the products.

The Customer shall notify Alleantia in writing of the existence of any defect within 8 (eight) days from the date of delivery by means of registered letter with proof of receipt sent to the following address:

Alleantia S.r.l.  
Via Tosco Romagnola, 136  
56025 Pontedera (PI)  
Italy

Such notice shall include a detailed list and description of the claimed defects and the burden of proof regarding the existence of the defects rests with the Customer. Minimal defects cannot prevent acceptance of the products.

Within an adequate time from the date of notification, Alleantia will repair the defected products or, based on its unquestionable judgment, will replace them, in both cases at Alleantia's expenses.

The return of products repaired or replaced under this warranty is to be agreed upon in advance with the Administrative Office of Pisa by contacting the email address [amministrazione@alleantia.com](mailto:amministrazione@alleantia.com). Any delivery expense shall be borne by the Customer.

This warranty is granted subject to the condition that the products are used, operated and maintained in a proper manner and in accordance with the instructions of Alleantia and the specific conditions of use of the products. This warranty does apply in case equipment and devices not supplied by Alleantia are installed on the products, as well as when products are modified without the prior written consent of Alleantia.

Even in case of repair or replacement under this warranty, Alleantia declines all liabilities arising from claims for loss of profit or damages to persons or property deriving from the use, correct or not, of its products.

This warranty represents the only and exclusive warranty granted by Alleantia to the Customer in relation to the product and substitutes and excludes any other warranty, implicit or explicit, statutory or otherwise, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, except for those provisions that cannot be waived.

As for the software component of its products, notwithstanding the effort to put in place all possible precautions to ensure the accuracy and correct functioning of the same, Alleantia cannot warrant that the software or any other information contained and visualized therein be without errors, have unlimited operations and that any potential defect can be corrected by Alleantia.

#### **Art. 12 – Force Majeure**

Either party shall be entitled to suspend the execution of its contractual obligations to the extent that such execution is prevented by circumstances beyond its control, including, but not limited to, war, revolutions, national strikes, lack or restrictions in the supply of electricity, fuel, transport, transportation, or other goods or services, natural disasters, government decrees, prohibitions on import / export, fires, explosions, floods, sabotages, social unrest, riots, breakage or loss during transport or storage as well as delivery delays of subcontractors (if due to force majeure as defined herein).

The suspension of contractual obligations may last for as long as a cause of force majeure exists. In any case, the parties undertake to take all appropriate actions towards the normal resuming of contractual fulfilments. Should the parties be unable to execute their obligations for a period of time of more than six months by reason of the persistence of the cause of force majeure, the parties shall meet to adopt the necessary determinations.

#### **Art. 13 – Limitations of Use**

Alleantia products are CE certified and comply with all directives indicated in such certification. Therefore, the products cannot be used in any field that would require specific certifications. In particular, Alleantia products have not been tested for applications in the medical field or for use in conjunction with medical-surgical devices of any kind and nature. Likewise, Alleantia products have not been tested for application in the context of nuclear activities or in the aeronautical field, in environments with potential explosive atmosphere. Therefore, Alleantia products cannot be used in these fields of activity, regarding which Alleantia assumes no responsibility for malfunctions and/or damages to persons or property.

#### **Art. 14 – Returns**

All returns shall be authorized in advance by the Alleantia Administrative Office ([amministrazione@alleantia.com](mailto:amministrazione@alleantia.com)). The acceptance of returns is subject to the unquestionable judgment of Alleantia and is in any case conditional upon fulfillment of the following requirements:

- product delivered to the Customer by no more than 8 days from the date of collection or delivery;
- unopened original packaging;
- model in current production;
- ex works return delivery.

An amount equal to at least 10% of the invoice price will be withheld for products returned for reasons not attributable to Alleantia. Returned products not accompanied by an authorized and complete acceptance form will not be accepted and will be returned to the sender at its expenses with the charging of costs.

### **Art. 15 – Repairs**

All repair requests shall include a precise description of the defect and shall be agreed upon in advance with Alleantia Technical Office by contacting [tech-support@alleantia.com](mailto:tech-support@alleantia.com).

Repairs not covered by the above warranty and having a price lower than Euro 300,00 will not be accepted in so far as not economically convenient for the Customer.

Repaired products will be returned at the Customer's expenses.

Alleantia will decide in its own exclusive discretion whether to entrust maintenance and repair services to qualified third-parties, scrupulously selected by Alleantia.

### **Art. 16 – Payments**

Payments shall be made in the manners and timing specified in the order confirmation.

Any claim related to the sale of Alleantia products does not confer any right to the Customer to suspend or delay payments due on the deadlines agreed upon.

In case of nonpayment, even of a single instalment, within due dates, Alleantia serves the right to:

- suspend any further supply, notwithstanding the immediate payment of invoices already issued;
- declare the Customer forfeited from the benefit of the term, according to art. 1186 of the Italian Civil Code. Consequently, all outstanding amounts will become immediately due, including those not expired yet;
- apply an interest in arrears equal to the interest rate of art. 5, Italian Legislative Decree no. 231 of October 9, 2002;
- terminate by law the contract of sale, according to art. 1456 of the Italian Civil Code;
- claim any further damage, as well as the reimbursement of any cost and expense incurred for the collection of debt, including attorneys' fees;
- pursue any other remedy provided by law, including the compulsory enforcement or repossession pursuant to art. 1519 of the Italian Civil Code. To this end, the Customer will allow Alleantia to access its premises, only for the purpose to proceed with the collection of unpaid products.

### **Art. 17 – Processing of Personal Data**

Alleantia processes personal data of the Customer in compliance with legal provisions, and according to the methods and purposes specified in the Privacy Policy published at the following Internet address <https://www.iubenda.com/privacy-policy/460433>

For any further information, please contact the email address [info@alleantia.com](mailto:info@alleantia.com).

### **Art. 18 – Re-exportation of Alleantia Products**

Some products are subject to export control regulations. The Customer undertakes to inform itself, by contacting Alleantia and other competent sources, about relevant constraints of exportability to Countries subject to these regulations.

### **Art. 19 – Applicable Law and Dispute Resolution**

These Conditions shall be governed by and construed in accordance with Italian law. All disputes arising or relating to these Conditions shall be exclusively resolved by Court of Pisa.

**Art. 20 – Severability. No waiver**

The invalidity or ineffectiveness of any provision of these Conditions will not result in the invalidity and/or ineffectiveness of the remaining provisions.

Any failure of Alleantia to exercise the rights provided in these Terms shall not be considered as a waiver or an excuse of any breach of the Customer.