



Partner in electronics

Atex Industries Srl - www.atexindustries.it
 Via Forgaria, 7 - 33078, San Vito al Tagliamento (PN), Italia - Tel: +39 0434 85183 - P.I./C.F. 01633400930
 Reg. Impr PN 01633400930 - R.E.A PN 92263 - Cap. Soc. € 4.000.000,00 - info@atexindustries.it

GENERAL TERMS AND CONDITIONS OF SUBCONTRACTING

1. Scope

- 1.1. These general conditions govern the Subcontracting of products and services by Atex Industries s.r.l., with registered office in San Vito al Tagliamento (PN), Via Forgaria n. 7, Tax Code and VAT no. 01633400930 in favour of its customers.
- 1.2. The General Conditions – together with the Request for Quotation, the Quotation, the Order, the Order Confirmation, the documentation attached also by email by the Parties and containing technical specifications or particular provisions relating to the Subcontracting – constitute an integral part of the subcontracting contract, which governs the contractual relationship between the Parties.
- 1.3. Atex Industries provides its services, addressing itself exclusively to a professional clientele and the Customer ensures that the Subcontracting is carried out for exclusively professional purposes, i.e. relating exclusively to its work activity, the Customer not being understood as a "consumer" pursuant to the regulations put in place to protect them.
- 1.4. Atex Industries reserves the right to change the General Conditions at any time and without prior notice. It is understood that the General Conditions signed and/or attached to the Quotation and/or Order Confirmation and/or published on the Atex Industries website (www.atexindustries.it) at the time of completion of the Contract remain applicable to the Contracts already entered into.
- 1.5. Even if not signed, the General Conditions are tacitly accepted by the Customer, as attached to the Quotation and/or Order Confirmation, and/or delivered to the Customer and/or published on the Atex Industries website (www.atexindustries.it) and in any case knowable by the Customer using ordinary diligence.
- 1.6. Any exceptions to the provisions of the General Conditions must be agreed and approved in writing by the Parties.
- 1.7. Any conditions affixed, delivered, contained or referred to in any document from the Customer, do not have the effect of supplementing, derogating or replacing the provisions of the General Conditions or in the particular conditions of the Contract. The Customer waives the application of any of its general and/or particular conditions of purchase which must, therefore, be considered null and void between the Parties.

2. Definitions

- 2.1. The following terms, when used in the General Conditions, have the meaning given below, it being understood that the terms defined in the singular are also defined in the plural and vice versa.

"Atex Industries": is the company best identified in art. 1.1. of the General Conditions;

"Customer": means any legal entity that commissions one or more Sub-supplies to Atex Industries;

"General Conditions": means these general conditions of contract, which apply to each subcontracting contract entered into between the Customer and Atex Industries and form an integral part thereof;

"Order Confirmation": means the document, transmitted by Atex Industries to the Customer upon acceptance of the Order, containing the indication of the Product, Subcontracting price, payment and delivery methods and all other terms and conditions of the Contract;

"Compliance": indicates the conformity and compliance of the Product and the Subcontractor with only the parameters, technical specifications, requirements, regulations, standards, protocols, technical provisions expressly indicated by the Customer in the Request for Quotation and/or in the Order;

"Consultancy": indicates the consultancy activity related to the Tests and the testing;

"Contract": means the subcontracting contract concluded, pursuant to and for the purposes of art. 3 below, between Atex Industries and each Customer;

"Force Majeure Event": indicates any unforeseeable circumstances at the time of sending, respectively, the Quotation, the Order or the Order Confirmation and outside the sphere of control of the Parties such as, but not limited to, force majeure, fortuitous event, *factum principis*, industrial disputes, fires, wars, extensive military mobilization, insurgency, requisition, seizure, embargo, currency and import/export restrictions, imposition of duties on imports and exports, epidemics (including Covid-19 and possible variants), natural disasters and terrorist acts, regulatory measures that establish restrictions on the movement of things and people, on imports or exports, on work, on productive activities, as well as acts or decisions of the competent authorities that prohibit or make impossible or excessively burdensome the execution of the Contract;

"Forecast": indicates the calendar of individual deliveries planned in fulfillment of a Forecast Order with an indication of the type of Products and the relative quantity that is expected to be recalled in each delivery;

"Confidential Information": means all proprietary information of Atex Industries that is not in the public domain, including data relating to the company organization, company economic and fiscal data, business plans and contacts, marketing or product data, knowledge, patented or patentable findings, source codes, software programs, know-how, as well as any drawing, document, project, prototype, magnetic support or sample of the company's products (even intangible) and generally any other information, written or verbal, of a technical, commercial, economic or administrative nature, expressly classified as confidential or whose confidential nature can be deduced from its content. In addition, Confidential Information means all information, communications, documents, drawings, graphic representations and data of any kind, models, tables, prototypes, diagrams, firmware, software, hardware, plants, components and testing procedures, referred directly or indirectly to the Subcontractor and/or otherwise communicated in the execution of the Contract;

"Privacy Regulations": means EU Regulation 2016/679 (GDPR), Legislative Decree no. 196 of 30 June 2003 and

Divisions of Atex Industries



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subsequent amendments, containing the "Personal Data Protection Code", as well as the provisions and guidelines of the competent Data Protection Authorities;

"Quotation": means the document sent by Atex Industries to the Customer, following receipt of the Request for Quotation, with an indication of the Subcontracting, specifying the products and services provided, complete with the requirements of the Product or Subcontracting (suitable and sufficient to allow the identification of the constructive and functional characteristics of the Product requested by the Customer), their quantity and price, as well as additional and any special subcontracting conditions;

"Order": indicates the order sent by the Customer to Atex Industries following the Quotation, indicating the Subcontracting that the Customer intends to commission from Atex Industries, complete with the specific requirements of the Product or Subcontracting, suitable and sufficient to allow the identification of the constructive and functional characteristics of the Product;

"Forecast Order": indicates the order with which the Customer entrusts Atex Industries with a Subcontracting to be executed by partial deliveries within a certain period of time, according to a Forecast and by sending individual executive orders;

"Party": means separately Atex Industries or the Customer;

"Parties": jointly means Atex Industries and the Customer;

"Price": indicates the amount of the Subcontracting, indicated by Atex Industries in the Quotation or, if applicable, in the Order Confirmation;

"Products": indicates the goods produced and supplied by Atex Industries to the Customer, subject to Subcontracting;

"Prototypes": indicates the model, even approximate or partial, of the Product made in order to evaluate certain characteristics and functionalities;

"Request for Quotation": indicates the request for quotation sent by the Customer to Atex Industries, containing the indication of the Subcontracting that the Customer intends to commission from Atex Industries, complete with the specific requirements of the Product or Subcontracting, suitable and sufficient to allow the identification of the constructive and functional characteristics of the Product;

"Subcontracting": means the contractual relationship pursuant to Law no. 192 of 18 June 1998, for which Atex Industries undertakes to carry out work on behalf of a Customer on semi-finished products or raw materials supplied by the Customer, or undertakes to provide the Customer with Products or services intended to be incorporated or otherwise used in the context of the Customer's economic activity or in the production of a complex good, in accordance with executive projects, technical and technological knowledge, models or prototypes provided by the Customer;

"Delivery Terms": indicates the terms of delivery of the Subcontracting provided by Atex Industries in the Quotation or, if provided, in the Order Confirmation;

"Test": indicates the tests, settings, functional tests and ICT tests ("In Circuit Test") and all those activities aimed at verifying the Conformity of the Product to the parameters,

technical specifications, requirements, regulations, standards, protocols, technical requirements expressly indicated by the Customer in the Order;

"Necessary Changes": indicates changes to be made to the Subcontracting for technical or legal reasons (by way of example but not limited to: adoption of laws and/or regulations, etc. that require Atex Industries to intervene on the characteristics and methods of Subcontracting and/or production of the Products; changes necessary to ensure the safety of the Products; etc.).

3. Request for Quotation, Quotation, Order, Order Confirmation and Contract

3.1. For the purposes of concluding the Contract, the Customer is required to send Atex Industries the Request for Quotation, indicating all of the following:

- the Subcontracting commissioned, the services requested and the Products to be made, the required quantities of the Products;
- the specific requirements of the Product or the Subcontracting, by means of precise indications that allow the identification of the constructive and functional characteristics, also through the reference to technical standards that, when they are not in common use for the subcontractor or are not subject to laws or regulations (in any case to be expressly indicated by the Customer), must be attached in copy. By way of example but not limited to, the Request for Quotation must therefore contain the specifications of the project to be carried out and the required performance, the technical drawings, the executive projects, the technical and technological knowledge, the models or Prototypes, the indication of any binding components, the regulations that the Product must comply with, etc.;
- any additional material and/or documentation and/or information necessary and/or useful for the execution of the Contract and/or requested by Atex Industries.

3.2. The Request for Quotation sent by the Customer is in no way binding on Atex Industries, which reserves the right to accept (in whole or in part) the Request for Quotation, at its discretion.

3.3. Following receipt of the Request for Quotation, Atex Industries – if interested in the Subcontracting – will send the Customer the Quotation indicating the Subcontracting, the Products and the Price, the documentation required for the execution of the Contract as well as any additional and any special Subcontracting conditions. The Quotation will remain valid for a period of 30 (thirty) days, after which time it will be considered forfeited and without effect. It is understood that the Quotation is drawn up on the basis of the requests made and the information shared by the Customer in the Request for Quotation.

3.4. In the event that it intends to accept the Quotation, the Customer, within the period of validity referred to in point 3.3., is required, alternatively to: (i) return to Atex Industries the Quotation, duly signed for acceptance; (ii) send to Atex Industries an Order on its own letterhead, showing all the data and elements of the Quotation.

In the case under i), the Contract is concluded following the sending, by the Customer to Atex Industries, of the Quotation signed for acceptance within the term of validity

Divisions of Atex Industries



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of the Quotation referred to in point 3.3. Atex Industries reserves the right to accept, at its discretion, the Quotation signed for acceptance even if it is received after the deadline referred to in point 3.3.

In the event of sub *ii*) the Contract is concluded following the sending, by Atex Industries, of the Order Confirmation.

3.5. In the event that the Quotation signed by the Customer or the Order sent by the Customer contain elements different from those indicated by Atex Industries in the Quotation and/or contain special conditions or general conditions not referred to by Atex Industries in its Quotation, said modifications and/or said recalls are not accepted by Atex Industries and cannot be opposed to it even for conclusive facts and/or for the execution of the Contract.

3.6. Any requests for modification of the Subcontracting and/or the Contract must be communicated by the Customer in writing and must be accepted in writing by Atex Industries and may involve the renegotiation between the Parties of the Delivery Terms and the Price.

3.7. If Atex Industries detects the need to make Necessary Variations on the Subcontracting or on the Products, it will promptly notify the Customer of the Necessary Variations that become necessary during the execution of the Contract, as well as of the changes in the Price and Delivery Terms consequent to the Necessary Variations.

The Customer, within the period of 10 (ten) days, shall have the right to accept the Necessary Changes (as well as the change in the Price and Delivery Terms) or to withdraw from the Contract. In the latter case, the withdrawal may take place upon payment to Atex Industries of all the services covered by the Contract already performed, of the material already ordered and/or purchased by Atex Industries for the Subcontracting and of any additional cost incurred by Atex Industries for the fulfillment of the Contract, without prejudice to the right to compensation for the greater damage suffered by Atex Industries.

3.8. For the purposes of fulfilling the Contract, Atex Industries reserves the right to outsource the Subcontracting to third parties, within the limits of 50% of the value of it.

3.9. During the execution of the Contract, communications and the exchange of documentation and information between the Parties must be made in writing, by email. The drawings, documents, technical data and any other information relating to the Subcontracting exchanged in writing between the Parties shall form an integral part of the Contract.

4. Amendments and Suspension of the Contract

4.1. Any amendment to the Contract must be agreed between the Parties.

4.2. The request for modification of the Contract by the Customer must, in any case, be received with adequate notice before the production of the Product and must be accompanied by the indication of the technical specifications, drawings, technical data and everything else deemed necessary by Atex Industries to fulfill the Contract.

4.3. Atex undertakes to notify the Customer of all changes and technical variations it deems necessary for the Subcontracting.

4.4. In the cases referred to in points 4.1. and 4.2., changes to

the Subcontracting involving a change in the costs and times of Subcontracting, entitle Atex Industries to adjust the Price and to redetermine the Delivery Times.

4.5. In the cases referred to in points 4.1 and 4.2., the Customer is required to pay for all components and material already ordered and/or already purchased by Atex Industries for the execution of the Contract, and which are then no longer necessary for the outcome of the changes requested by the Customer and accepted by Atex Industries.

4.6. If the Customer proves to be in breach (even partially) of its obligations under the Contract, including that of payment of the Price, or in the event that the Customer's solvency guarantees decrease, Atex Industries shall have the right to suspend the execution of the Contract, or to subject the Subcontracting to the provision of adequate payment guarantees by the Customer, without prejudice to the right referred to in art. 12.1.

4.7. If one or more of the components or services necessary for the Subcontracting are no longer available from Atex Industries or its supplier, Atex Industries may legitimately temporarily suspend the execution of the Contract. Atex Industries shall provide the Customer with all the information regarding the expected times for the Subcontracting and may also propose to the Customer a Product or a Subcontracting with equivalent characteristics and value as a replacement.

5. Price and payment method

5.1. The Price is indicated in the Quotation and, if sent, in the Order Confirmation, and is also determined based on the minimum production batches and the type and quantity of Subcontracting requested by the Customer with the Request for Quotation and/or with the Order.

5.2. The Price is in any case subject to increasing variations, due (by way of example and not limited to) to the increase in the price of raw materials and/or components of the Products, to the increase in supplier prices, to the increase in market prices, to the supervening imposition of duties on imports and exports, to difficulties in purchasing the components in the standard times or channels (also due to supervening obsolescence or changes in market conditions), to fluctuations in exchange rates, or in any case to circumstances not attributable to Atex Industries and not foreseeable at the time of sending the Quotation and/or Order Confirmation and in any case at the conclusion of the Contract.

Atex Industries shall communicate any change in the Price to the Customer, who will in any case be required to fulfill the Contract and pay the price as re-quantified by Atex Industries. The Customer's right to withdraw from the Contract (limited to the Products affected by the increase in the Price) remains unaffected, if the increase in the Price due to the reasons referred to in this article exceeds 30%, after payment to Atex Industries of all the services covered by the Contract already performed, of the material already ordered or purchased by Atex Industries for the Subcontracting, and of any additional cost incurred by Atex Industries for the performance of the Contract and without prejudice to Atex Industries' right to compensation for the greater damage.

5.3. The Price is understood to include the Subcontracting

Divisions of Atex Industries



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indicated in the Quotation and, if sent, in the Order Confirmation; the Price does not include any other subcontracting and/or performance, even if necessary or ancillary, unless expressly stated in the Quotation and, if sent, in the Order Confirmation.

5.4. By way of example but not limited to, transport costs, assistance in assembling or installing the Subcontracting, assistance to customer companies of the Customer, assistance for Products not under warranty, repair or replacement of Products not under warranty are not included in the Price. Subcontracting and services additional and different from those indicated in the Quotation and, if sent, in the Order Confirmation, if requested by the Customer, constitute a subcontracting or a separate service and will be quantified and invoiced by Atex Industries separately.

5.5. The Price must be paid by the Customer in the manner indicated in the Quotation and, if sent, in the Order Confirmation.

5.6. In case of payment in installments, the delay, failure or only partial payment of even a single installment of the Price on the due date indicated in the Quotation or, if sent, in the Order Confirmation, will result in the forfeiture of the Customer from the benefit of the term with reference to the subsequent deadlines and the right of Atex Industries to request the immediate payment of the residual Price. The provisions of art. 4.6. remain unaffected.

5.7. In the event that, for the purchase of one or more components necessary for the Subcontracting, it is necessary to contact a broker (due to unavailability from standard channels and suppliers), the Parties shall agree on the number of Products on which to carry out the compatibility test with the component that is usually purchased from standard channels. In the event that the Product to be tested is a sheet provided by Atex Industries in subcontracting (i.e., on the Customer's design), the costs for the execution of the Tests will be borne by the Customer. The Customer must also give prior written authorisation for the use of the component acquired from the broker and will relieve Atex Industries of any liability for any subsequent malfunctions and related Product restoration costs.

5.8. At the expiration and/or termination (including termination for cause and/or withdrawal) of the Contract, the Customer will in any case be required to pay for all the material and all the components purchased from Atex Industries for the Subcontracting, even if not used for it (for example, for the purchase of a minimum quantity of goods and/or components, only partially necessary for the realization of the Product).

5.9. It is understood that the sale of the Products is stipulated with reservation of ownership in favor of Atex Industries; the Customer will acquire ownership of the Products only after full payment of the Price.

5.10. For any total or partial delay in the payment of the Price, Atex Industries shall have the right to apply default interest in accordance with the provisions of Legislative Decree 231/2002.

5.11. Any claims or disputes, even in litigation, do not entitle the Customer to suspend, delay or offset the payment of either

the Price of the disputed Products or the Subcontracting.

5.12. The Customer may not take any action or oppose any exception relating to the Contract and the obligations deriving from it, except after the full payment of the Price.

6. **Consultancy on Tests, Tests and Testing** Atex Industries, if expressly agreed in writing between the Parties, provides the Customer with Test Consultancy, performing the Tests and functional testing, in order to verify the Conformity of the Product only to the parameters, technical specifications, requirements, regulations, standards, protocols, technical provisions expressly indicated by the Customer in the Order.

6.2 It is understood that all certifications of conformity of the Product and/or Subcontracting to standards and/or legal regulations will instead be entrusted to (and carried out by) qualified laboratories and/or certifying bodies indicated by (or agreed with) the Customer, with the exclusion of any responsibility of Atex Industries. All costs (direct and/or otherwise connected) for such certifications shall be borne entirely by the Customer.

6.3 In the event that the sample passes the Tests and the Customer commissions Atex Industries to produce the approved sample, Atex Industries will only guarantee the Conformity of the Product to the approved sample. Under no circumstances does Atex guarantee the conformity of the Product with legal standards and/or norms, unless expressly indicated by the Customer.

6.4 In the event that the ICT test or functional test fails due to a fault or defect not attributable to the Subcontracting of Atex Industries (i.e. assembly of the electronic board made to the Customer's design), Atex Industries shall not be charged for the value of the non-compliant boards or that of any components provided by the customer for processing and evaluation.

6.5 In the event that the Customer intends to place the Product or the Subcontracting on the market, without having performed on it the Tests and any other Tests required for the specific category of the Product and without having obtained the necessary certifications, the Customer will assume all responsibility for all direct and indirect damages due to or arising from the non-conformity or non-certification of the Product.

7. **Terms and methods of delivery of the Subcontracting**

7.1. The Delivery Term must be understood as merely indicative and not essential; consequently, the delivery (even partial) of the Subcontracting after the Delivery Term does not constitute non-compliant conduct attributable to Atex Industries.

7.2. The Delivery Term shall in any case commence (i) upon receipt by Atex Industries of any advance payments and (ii) upon receipt by Atex Industries of all technical specifications, drawings, technical data and any other document or information required by Atex Industries for the purposes of the execution of the Contract.

7.3. Under no circumstances and for no reason will Atex Industries be held liable for any damages directly or indirectly arising to the Customer due to the delivery of the Subcontracting beyond the Delivery Term.

7.4. The Subcontracting is delivered to the Customer under the Incoterms "EX Works" of the International Chamber of

Divisions of Atex Industries

Commerce, at the Atex Industries production plant. The loading and stowage of the Products on the means of transport of the Customer or the carrier appointed by them are at the Customer's expense and responsibility; even if Atex Industries personnel assist the carrier in the loading activity, the responsibility and risks associated with this activity remain with the Customer.

- 7.5. If the Customer fails to collect the Subcontracting within 5 (five) working days from the date on which it is made available to them at the Atex Industries plants, the latter reserves the right to charge the Customer for the costs of custody and storage until the day of actual collection. The payment terms indicated in the Quotation or, if sent, in the Order Confirmation, will in any case remain binding on the Customer even if the latter does not promptly withdraw the Subcontracting.
- 7.6. The Customer, upon receipt of the Subcontracting, is required to verify the packaging, quality and quantity of the Subcontracting and their compliance with what is indicated in the Quotation or, if sent, in the Order Confirmation. The Customer, under penalty of forfeiture, must report to Atex Industries any discrepancies relating to the quantity or quality of the Subcontracting within a maximum period of 3 (three) days from its receipt, in writing and expressly indicating both the Quotation/Order Confirmation of reference, and the discrepancies found, in order to allow Atex Industries to carry out the necessary checks.
- 7.7. The Customer undertakes to carry out the checks (including technical) of the Products no later than the forfeiture period of 8 (eight) days from delivery of the Products. If this period elapses without any actions being taken, the Subcontracting will be considered accepted by the Customer in all respects.
- 7.8. If, as a result of the checks, defects or faults of the Products emerge, the regulations provided for in Article 9 of the General Conditions shall apply in full.
- 7.9. Any expenses incurred by Atex Industries for the verification of the disputes raised by the Customer (by way of example but not limited to, travel expenses, shipping costs, etc.) shall be borne by the Customer.

8. Obligations, representations and warranties of the Customer

- 8.1. The Customer undertakes to indicate to Atex Industries all the specific requirements of the Product or Subcontracting and the constructive and functional characteristics thereof, as well as to provide any other element necessary to perform the Subcontracting including, but not limited to: the specifications of the project to be carried out and the required performance, the technical drawings, the executive projects, the technical and technological knowledge, the models or Prototypes, the indication of any binding components, the regulations that the Product must comply with, etc. The Customer also undertakes to provide Atex Industries with the documentation, information and material deemed useful or necessary for the execution of the Contract.
- 8.2. The Customer undertakes to indicate to Atex Industries all the regulations, standards, parameters and limits of electromagnetic compatibility and electrical safety that the Subcontracting and the Product must comply with, also

depending on the intended use of the Subcontracting and the Products, the specific sector of application of the Subcontracting and the Products and the markets in which the Customer intends to market the Product. The Customer must also explain the Tests they intend to perform. The foregoing, also in order to allow Atex Industries to identify the most appropriate production methods for Subcontracting.

- 8.3. The Customer expressly declares to assume all responsibility for the design choices of the Product and the Subcontracting, expressly exempting Atex Industries from any responsibility deriving from the design choices and from the technical and design specifications decided by the Customer, as well as from any other data, information, material, document delivered to Atex Industries.
- 8.4. The Customer assumes responsibility for the suitability for use of any work equipment, provided on loan for use to Atex Industries, and guarantees that they comply with the regulations as well as with the provisions of Legislative Decree 9 April 2008, no. 81 to Title III, Chapter I.
- 8.5. The Customer guarantees that the materials, equipment and, in general, the work tools provided to Atex Industries for the performance of the Contract are suitable for the use for which they are intended, are free from defects and are (and will be, for the entire duration of the Contract) in compliance with the applicable technical specifications and current legislation also on quality, environment and safety. The Customer declares and guarantees to assume exclusive responsibility for the unsuitability for use, defects, malfunction and non-compliance with the applicable technical specifications and/or current legislation also in terms of quality, environment and safety, of all materials supplied to Atex Industries.
- 8.6. The Customer shall be responsible for obtaining any certification / declaration relating to the conformity of the Subcontracting Products with standards and/or legal norms.
- 8.7. Unless otherwise provided for in the Quotation - or, if sent, in the Order Confirmation - the Customer declares to know and accept that the electronic boards covered by the Subcontract comply with the IPC-A-610 cl.2 standard.
- 8.8. The Customer undertakes to use the Products exclusively for the purpose for which they were designed, exempting Atex Industries from any liability in this regard. The Customer also undertakes to carry out all preliminary checks on the compatibility of the Products with the machinery and/or systems and/or plants in which the Products will be installed, as well as to carry out their testing.
- 8.9. The Customer declares to consider the Products suitable for the purpose and use for which they were ordered. It also declares to be able to use the Products, expressly exempting Atex Industries from any liability in this regard. The Customer declares and guarantees that they have previously verified that the use and destination of the Products comply with the laws and regulations in force for the specific sector of application.
- 8.10. The installation of the Products shall be at the sole care, expense and responsibility of the Customer.

Divisions of Atex Industries



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8.11. Before installing the Product, the Customer undertakes to verify its compatibility with the plants, systems and machinery where they are installed and with current regulations, exempting Atex Industries from any liability.

8.12. In the event that Atex Industries delivers a Prototype to the Customer, the latter undertakes to test it and issue a declaration of conformity of the Prototype, necessary for the subsequent series production of the Product.

8.13. The Customer declares to authorise Atex Industries, without the need for further specific and prior approval, to transfer all or part of the performance of one or more of the services covered by the Contract to third parties, within the limit of 50% of the Subcontracting Price.

9.1. Atex Industries warrants that the Products are free from faults and defects that render them unsuitable for use or appreciably diminish their value. The legal guarantee operates for a period of 12 (twelve) months, starting from the delivery of the Products to the Customer.

9.2. For the purposes of the operation of the legal guarantee referred to in point 9.1., the Customer must report in writing to Atex Industries, to the PEC atexindustriessrl@legalmail.it or to the email address customerservice@atex.it, any faults or defects that are not apparent (and therefore cannot be identified from the moment of delivery) of the Products within 8 (eight) days of their discovery, under penalty of forfeiture, taking care to indicate in the defect report the model, the serial number of the Product and the delivery note or the number of the invoice for the purchase of the Product. The action is prescribed in any case within 12 months of delivery of the Products.

9.3. The legal guarantee referred to in point 9.2. does not apply in the following cases: faults and defects in the materials or components provided by the Customer and/or purchased or used by Atex Industries on the express indication of the Customer; faults and defects due to errors in the project delivered by the Customer and/or carried out by the Customer or by third parties indicated by him; faults and defects due to errors or incompleteness of the information, data, drawings, documents and everything provided or coming from the Customer; use of equipment and/or material indicated or delivered by the Customer or by third parties indicated by the Customer; production errors, when the production process has been approved and validated by the Customer; defect in storage, transport, preservation or handling of the Product; defects and faults known or knowable by the Customer since receipt of the Prototype and not reported to Atex Industries before serial production of the Product; damage caused by external, chemical and atmospheric agents; incorrect assembly or installation of the Product by the Customer; improper or incorrect use of the Product by the Customer; negligence or inexperience of the Customer; normal wear and tear of the Product or one of its components or poor or insufficient storage or maintenance of the Product; tampering or even partial modification of the Product or one of its components; absence of original packaging; absence of a test label (where provided for the Product); execution of maintenance or repair work on the Product in a manner that does not comply with the instructions of Atex Industries and/or by unauthorized personnel; alteration of seals; return of the Product without the identifying signs of Atex Industries; knowledge or knowability of the defects by the Customer; violation of even one of the Customer's obligations and guarantees referred to in Article 8 of the General Conditions;

9.4. Furthermore, the warranty does not apply to Prototypes, samples, models (even approximate or partial) of the Product, which are made for the sole purpose of evaluating certain characteristics of the Product and are not intended for production, resale to third parties or distribution and which must be used only for the evaluation purpose, in the manner indicated by Atex Industries.

9.5. Upon receipt of the defect report, in the terms indicated in point 9.2., Atex Industries reserves the right to examine the Products in order to verify the presence of any defects or faults and their attributability to Atex Industries.

9.6. For the purposes referred to in point 9.5., the Customer is required to deliver the Products to Atex Industries, at its registered office, packed in the original packaging. Any shipping costs of the Products to the Atex Industries plants are the sole responsibility of the Customer, as well as the subsequent costs of returning the Products. The Customer is also responsible for any damage that occurs during the transport of the Products.

9.7. Also for the purposes referred to in point 9.5., if it is necessary to carry out an inspection at the Customer's premises to examine the Products, Atex Industries will estimate to the Customer the travel expenses of the personnel (including both out-of-pocket expenses and the hourly cost of employees), which shall be borne by the Customer. Only upon acceptance of the cost estimate will Atex Industries send its personnel on site, then charge the related expenses to the Customer.

9.8. If, as a result of the checks carried out by Atex Industries, the Products are actually defective due to a fault or defect attributable to Atex Industries, Atex Industries will, at its discretion, repair or replace the defective Products free of charge, or, in case of impossibility, return the Product Price paid by the Customer. In any case, labor, travel and business trip expenses are not included in the warranty, as well as transportation costs in the case of shipping.

9.9. If, on the other hand, as a result of the checks carried out by Atex Industries, the Products are free of defects attributable to Atex Industries, the Customer will be charged for the examination of the Products, indicated in the Product return form. In this case, if the Customer still requests the non-warranty repair of the Products, the related labor and material costs necessary for the repair will be borne by the Customer.

9.10. Except in cases of willful misconduct or gross negligence, Atex Industries is not responsible and is not liable for direct, indirect or consequential damages (including actual damages and loss of profit) arising to the Customer and/or related to the faults or defects of the Products.

9.11. Returns of the Products are validly and effectively made only if they comply with the following conditions:

- returns must be previously approved in writing by Atex Industries;

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- the returned Products must in any case be intact (not disassembled), packed in the original packaging, provided with the distinctive and identifying signs of Atex Industries, provided with the test label (where provided for the Product) and accompanied by a return receipt.
- 9.12. The costs and risks of returns are entirely borne by the Customer. The delivery of the Products by the Customer to Atex Industries is governed by the Incoterms "D.D.P." of the International Chamber of Commerce.

10. Limitations of Liability and Indemnities

- 10.1. Atex Industries shall not be held liable for any breach, loss or damage, direct or indirect (whether actual damage or loss of profits or reputational damage or consequential damage), arising from the Contract, unless they occurred due to willful misconduct or gross negligence of Atex Industries itself.
- 10.2. Except in cases of willful misconduct or gross negligence, Atex Industries is exempt from any liability relating to or in any way connected with the Tests, Conformity, use of the Products and Subcontracting, which remain the responsibility of the Customer.
- 10.3. Except in cases of willful misconduct or gross negligence, in no event shall the liability of Atex Industries arising from the obligations under the Contract exceed the Price for the Products giving rise to the liability.
- 10.4. Except in cases of willful misconduct or gross negligence, Atex Industries will not and shall not in any case be liable for any costs incurred by the Customer for the purchase of substitute or additional products, for the loss of any profits or, in general, for any consequential, incidental, direct or indirect damage, arising from the execution of the Contract or from the intervention or work carried out by third parties on the Products.
- 10.5. The Customer undertakes to hold Atex Industries harmless and indemnify it against any damage caused to the Customer and third parties due to the purchase, installation or use of the Products and/or Subcontracting. The Customer undertakes to pay Atex Industries 100% of the amount of any prejudice, loss, damage, liability or charge: (a) arising from the breach of the legal obligations or assumed by the Customer with the Contract or with the General Conditions; or (b) that would not have occurred or would not have been suffered by Atex Industries if the obligations and guarantees referred to in the Contract and the General Conditions had been true, accurate and correct and fulfilled.
- 10.6. It is the responsibility of the Customer to communicate to Atex Industries all the regulations applicable to the Product in the country of destination, including the technical specifications, also relating to the safety of the Product, and customs and import regulations, it being understood that Atex Industries shall be expressly indemnified and held harmless by the Customer for any cost, burden, loss or damage, direct or indirect, caused by the non-compliance of the Product with the regulations of the country of destination of the Product itself. It is also understood that any use of the Product in countries other than that indicated in the order shall remain the sole responsibility of the Customer, who shall expressly indemnify and hold Atex Industries harmless from any prejudice arising from it.

11. Force Majeure Event

- 11.1. In the event of a Force Majeure Event, Atex Industries shall be entitled to suspend the performance of the Contract and shall not be held to be in breach of its obligations under the Contract.
- 11.2. In the case referred to in point 11.1. above, Atex Industries shall promptly inform the Customer in writing of the occurrence of the Force Majeure Event, indicating, if possible, the duration of the planned suspension of the Subcontracting. Atex Industries undertakes to notify the Customer in writing of the termination of the Force Majeure Event, also indicating the new Delivery Terms and any change in the Price, which the Customer is required to accept.
- 11.3. If, on the other hand, the Contract is terminated due to the impossibility of the performance resulting from the occurrence of a Force Majeure Event, Atex Industries shall be entitled to compensation for any Products already delivered, for the Subcontracting already fulfilled, as well as to the payment of the material ordered and/or purchased by Atex Industries for the execution of the Subcontracting, in addition to the reimbursement of any additional costs incurred by Atex Industries for the fulfillment of the Contract.

12. Express termination clause

- 12.1. Pursuant to and for the purposes of Article 1456 of the Civil Code, Atex Industries shall have the right to declare the total or partial termination of the Contract by sending a simple written communication, without prejudice to any further right and faculty, if even one of the following events occurs: (i) late payment of all or part of the Price, for a period of time greater than 10 (ten) days, by the Customer; (ii) failure of the Customer to comply with its obligations under the Contract (including the non-delivery of documents or materials required by Atex Industries for the performance of the Contract); (iii) refusal by the Customer to receive the execution of the Contract; (iv) decrease or impairment of the Customer's solvency guarantees.

13. Penalty Clause

- 13.1. In the cases provided for in art. 12.1.(ii) and (iv), the Customer will be required to pay a penalty equal to 50% (fifty) of the value of the Subcontracting Price, without prejudice to the right of Atex Industries to compensation for greater damage.
- 13.2. In the event provided for in art. 12.1.(iii), the Customer will be required to pay a penalty equal to 100% (one hundred) of the value of the Subcontracting Price not withdrawn, without prejudice to the right of Atex Industries to compensation for greater damage.

14. Withdrawal

- 14.1. Atex Industries shall have the right to withdraw from the Contract at any time, by written notice sent to the Customer, to be sent with 15 days' notice.
- 14.2. In any case, Atex Industries will not and shall not in any case be held responsible for the costs incurred by the Customer for the purchase of replacement products, for the loss of any profits or, in general, for any consequential, incidental, direct or indirect damage, however suffered by the Customer due to the exercise of the withdrawal by Atex

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Industries pursuant to the provisions of the previous art.
14.1.

14.3. The Customer's right of withdrawal is excluded.

15. Confidential Information and Intellectual Property

15.1. The Customer declares and acknowledges that the Confidential Information is and shall remain the property of Atex Industries and shall be treated by the Customer and its employees in a strictly confidential manner as well as in compliance with current legislation on the processing of personal data, where applicable.

15.2. The Customer, in particular, undertakes not to: disclose, use, copy or reproduce the Confidential Information for the entire duration of the Contract and for 15 years following the termination of the Contract.

15.3. The Customer is not authorised to use trademarks owned by Atex Industries, regularly registered with the competent bodies, and/or other trademarks on the products or related to the products supplied/sold, and/or names and distinctive signs, as well as models and designs relating to its products. The Customer is not authorised to reproduce (even partially) models and Prototypes relating to the Products purchased or viewed, nor is it authorised to communicate to third parties news and information that allows the reproduction of the Products or samples/prototypes/models provided by Atex Industries.

15.4. For each violation of the obligations provided for in articles 15.1., 15.2. and 15.3, the Customer will be required to pay Atex Industries an amount of € 10,000.00 (ten thousand/00), as a penalty, without prejudice to the greater damage.

15.5. If Products are produced and delivered by Atex Industries in compliance with the indications provided by the Customer, the latter will be required to compensate Atex Industries for any loss, damage, cost and expense that it is required to suffer or incur in relation to the Products, or that it has had to pay in the transaction for any action suffered in violation of models, patents, copyrights, trademarks or other industrial or intellectual property rights.

16. Governing Law and Jurisdiction

16.1. Italian law applies exclusively to the General Conditions and the Contract.

16.2. For any dispute between the Parties, referring to the Contract and the General Conditions, the exclusive jurisdiction of the Italian Judge and the exclusive jurisdiction of the Court of Pordenone are agreed.

17. Communications and notifications

17.1. All communications, notifications and/or sending of documents must be made by the Customer to Atex Industries at the following email address customerservice@atex.it. The Customer agrees to promptly notify Atex Industries of its contacts and references.

17.2. Any communications which, pursuant to these General Conditions, requires proof of receipt by Atex Industries may be sent to the following addresses:
Address: San Vito al Tagliamento (PN), Via Forgaria no. 7
Certified email: atexindustriesrl@legalmail.it

18. Privacy

18.1. By signing the Quotation, the Customer declares to have viewed and accepted the privacy policy of Atex Industries

available on the website www.atexindustries.it and gives their consent to the processing of personal data according to art. 13 of Legislative Decree no. 196/2003 and art. 13 of EU Regulation 2016/679.

18.2. In any case, the Customer undertakes to indemnify Atex Industries from any claim made against processing of personal data carried out by the Customer in violation of the Privacy Policy or any other legislation on the protection of personal data applicable to the Customer.

19. Special conditions applicable to Forecast Orders

19.1. The Customer has the right to send Forecast Orders, in the same manner as provided for sending Orders in art. 3.1. of the General Conditions, with attachment of the Forecast. If so, all the clauses of the General Conditions will apply in full. The special conditions set out in this article shall also apply.

19.2. The Forecast Order shall have the maximum duration provided for in the Quotation or, if sent, in the Order Confirmation; the term of duration indicated therein is binding. Unless otherwise agreed between the Parties, the maximum duration of the Forecast Order is 12 (twelve) months.

19.3. The Forecast Order is binding and cannot be waived or modified for the quantities of Products indicated therein, which must be fully purchased according to the deadlines indicated in the Forecast and, at the latest, no later than the expiry of the maximum duration indicated in the Quotation or (if sent) in the Order Confirmation. This obligation applies in any case including: obsolescence of the Products or components; purchase of a minimum quantity of products or components; unfavourable market fluctuations for the Customer, etc.

19.4. The Customer, in compliance with the Forecast Order, is required to transmit to Atex Industries the individual executive delivery orders ("Executive Orders"), containing the recall of the Products as indicated in the Forecast, without prejudice to the right to modify the Forecast referred to in paragraph 19.5 below. The regulations of the Orders referred to in the General Conditions apply in full to Executive Orders.

19.5. The Forecast is part of the Contract and is therefore binding between the Parties. The individual deliveries provided for in the Forecast may be modified by the Customer in writing, exclusively and limited to the following conditions:

- the quantity and the Products to be delivered in accordance with the provisions of the Forecast from the 1st day until the 90th day, are not modifiable or derogable;
- the quantity and the Products to be delivered in accordance with the provisions of the Forecast from the 91st day until the 180th day, may be modified up to a maximum of 30%;
- the quantity and the Products to be delivered in accordance with the provisions of the Forecast from the 181st day until the expiry of the Forecast, may be modified up to a maximum of 50%.

19.6. If the Customer does not recall the Products whose delivery is foreseen in the Forecast within the following 90 days, and therefore does not issue the relative Executive Order, Atex Industries shall have the right to invoice the Customer for the Price of the relative Products.

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19.7. At the expiry of the maximum period provided for in the Forecast Order, the Customer is obliged to purchase the entire agreed quantity of Products, regardless of the actual transmission of the Executive Orders. The Customer is also obliged to collect said Products no later than 5 (five) days from the date on which they are made available; failing that, Atex Industries reserves the right to charge the Customer for storage and warehouse costs until the day of actual collection, without prejudice to the provisions of Articles 12.1. and 13.2. of the General Conditions.

19.8. The material not used for the Subcontracting, which remains in stock, will be valued at FIFO + 5% handling, will

be stamped and invoiced and must be collected by the Customer no later than 2 (two) months from the date on which the list of surplus material was communicated by Atex.

20. Miscellaneous

20.1. The invalidity, illegality and ineffectiveness of any of the provisions contained in the General Conditions shall not affect the validity or effectiveness of the remaining provisions.

20.2. Failure or delay in exercising a right or remedy provided for in the General Conditions by Atex Industries shall not constitute a waiver of the right or remedy.

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and Safety



E-mobility and off-grid
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Electronics from
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Thermoregulation
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