



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 SALE

1. Scope

- 1.1. These general conditions govern the offer and sale of products by Atex Industries s.r.l., with registered office in San Vito al Tagliamento (PN), Via Forgaria no. 7, Tax Code and VAT No. 01633400930 to Customers.
- 1.2. The General Conditions - together with the Request for Quotation, the Quotation, the Order, the Order Confirmation and any documentation attached also by email by the Parties and containing technical specifications or particular provisions relating to the Products sold - constitute an integral part of the sales contract, which governs the contractual relationship between the parties.
- 1.3. Atex Industries markets its products, addressing exclusively to a professional clientele and the Customer ensures that the purchase of the Products takes place for exclusively professional purposes, that is, exclusively related to their 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 purchases one or more Atex Industries Products;

"**General Conditions**": means these general conditions of contract, which apply to each sales 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, Supply, price,

payment and delivery methods and all other terms and conditions of the Contract;

"**Contract**": means the contract for the sale of the Products 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 or 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, insurrection, requisition, seizure, embargo, currency and import/export restrictions, imposition of duties for 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, imports or exports, work, 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 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 inferred 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, directly or indirectly related to the Product 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 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, indicating the Products to be supplied, their quantity and price, as well as any additional special conditions of sale;

"**Order**": indicates the purchase order sent by the Customer to Atex Industries following receipt of the Quotation, containing the indication of the Products that the Customer intends to purchase and their quantity;

"**Forecast Order**": indicates the order with which the Customer orders from Atex Industries a certain quantity of

Divisions of Atex Industries





Products to be supplied 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 purchase price of the Products, indicated by Atex Industries in the Quotation or, if applicable, in the Order Confirmation;

"Products": means the goods produced and/or sold by Atex Industries to the Customer, including Xenit Products and Xetup Products;

"Xenit Products": means all Products made by the Xenit division of Atex Industries, including (but not limited to): electronic devices for repowering, electronic devices for photovoltaic energy management and power line safety, solar products, etc.;

"Xetup Products": refers to the Products made by the Xetup division of Atex Industries, including (by way of example but not limited to): temperature regulators with connectivity, for static and ventilated units operating at both positive and negative temperature, intended for the scientific, hospitality and food service (ho.re.ca.), industrial sectors, etc.;

"Request for Quotation": indicates the request for quotation sent by the Customer to Atex Industries, containing the indication of the Products that the Customer intends to purchase from Atex Industries, complete with the requested quantities;

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

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

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

- 3.1. For the purpose of concluding the Contract, the Customer is required to send Atex Industries the Request for Quotation with an indication of the Products they intend to purchase, the quantities requested as well as any further information necessary and/or useful for the execution of the Contract.
- 3.2. The Customer Order Request is not in any way binding on Atex Industries, which reserves the right to accept (in whole or in part), reject or modify the Order Request, at its discretion.
- 3.3. Following receipt of the Request for Quotation, Atex Industries will send the Customer the Quotation with an indication of the Products to be supplied, their quantity and their Price, as well as any additional special conditions of sale. The Quotation will remain valid for a period of 30 (thirty) days, after which time it will be considered forfeited and without effect.
- 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 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 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 Contract 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. In the event that, during the execution of the Contract, Atex Industries detects the need to make Necessary Changes to the Products, Atex Industries will promptly notify the Customer. Atex Industries, having notified the Customer, shall evaluate, at its discretion, whether to make such changes (with the consequent right to any higher Price determined by reason of the higher costs incurred) or to withdraw from the Contract (without costs borne by it and with the exclusion of any Customer's right to claim compensation for any damage suffered).
- ### 4. Amendments and Suspension of the Contract
- 4.1. Once the Contract has been completed, Atex Industries is not required to accept any request for modification and/or cancellation, even partial, of the Order or the Contract.
 - 4.2. In the event of requests for modification of the Contract, not expressly accepted by Atex Industries, the Customer will be required to fully comply with the Contract and, therefore, to withdraw and pay for all the Products covered by the Contract, under the terms and conditions indicated therein.
 - 4.3. If the Customer proves to be in breach (even partially) of its obligations under the Contract, including that of payment, or in the event that the Customer's solvency guarantees decrease, Atex Industries shall have the right to legitimately suspend the execution of the Contract, or to subject the delivery of the Products to the provision of adequate payment guarantees by the Customer, without prejudice to the right referred to in art. 11.1.
 - 4.4. If the ordered Product or a component thereof is no longer available from Atex Industries or a supplier thereof, Atex Industries shall be entitled to temporarily suspend the execution of the Contract. Atex Industries shall provide the Customer with all the information regarding the expected times for the replenishment and delivery of the Product and may also propose to the Customer a Product with equivalent characteristics and value to replace the one not available. The Customer has the right, in this case, to withdraw from the contract and cancel the Order, rejecting any alternative proposal received from Atex Industries, upon payment to



Atex Industries of all Products already supplied, the material purchased and any additional costs incurred by Atex Industries for the performance of the Contract, without prejudice to Atex Industries' right to compensation for the greater damage.

5. Price and payment method

- 5.1. The Price is indicated in the Quotation or, if applicable, in the Order Confirmation and is also determined on the basis of minimum production batches and the quantities of Products ordered.
- 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 increase in production /energy/transport costs, to the purchase of quantities lower than the agreed minimum batches and/or volumes, to the imposition of duties on imports and exports, to difficulties in purchasing the components in the standard times and channels (also due to 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 or Order Confirmation and 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 has the right to withdraw from the Contract (limited to the Products affected by the increase in the Price), if the increase in the Price exceeds 50%, after payment to Atex Industries of all the Products already supplied, of the material purchased and of any additional cost incurred by Atex Industries for the fulfillment of the Contract and without prejudice to Atex Industries' right to compensation for the greater damage.
- 5.3. The Price includes the supply of the Products and/or services indicated in the Quotation or, if sent, in the Order Confirmation; the Price does not include any other supply and/or service, even if necessary or ancillary, unless expressly stated in the Quotation or, if sent, in the Order Confirmation.
- 5.4. By way of example but not limited to, transportation costs, assistance in assembling or installing the Products supplied, assistance to Customer's customer companies, assistance for Products not under warranty, repair or replacement of Products not under warranty are not included in the Price. The supply of products, works or services other than those indicated in the Quotation/Order Confirmation, if requested by the Customer, constitute a separate supply and shall 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 or, 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, shall result in the forfeiture of 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. 4.3 remain

unaffected.

- 5.7. 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.
 - 5.8. 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.
 - 5.9. Any claims or disputes, even in litigation, do not entitle the Customer to suspend, delay or compensate the payment of the Price or of the disputed Products or in any case of the Contract.
 - 5.10. 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. Terms and methods of delivery of the Products
- 6.1. The Delivery Term must be understood as merely indicative and not essential; consequently, the delivery (even partial) of the Products after the Delivery Term does not constitute non-compliant conduct attributable to Atex Industries.
 - 6.2. The Delivery Term will in any case start from the receipt by Atex Industries of any advance payments.
 - 6.3. 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 Products beyond the Delivery Term.
 - 6.4. The Products covered by the Contract are delivered to the Customer under the Incoterms "EX Works" of the International Chamber of 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.
 - 6.5. If the Customer does not collect the Products within 5 (five) working days from the date on which they are made available to him at the Atex Industries plants, the latter reserves the right to charge the Customer for storage and warehouse costs 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 collect the Products.
 - 6.6. Upon receipt of the Products, the Customer is required to verify the packaging, quality and quantity of the Products and their conformity with what is indicated in the Quotation or, if sent, in the Order Confirmation.
 - 6.7. The Customer, under penalty of forfeiture, must report to Atex Industries any discrepancies relating to the quantity or type of the Products within a maximum period of 3 (three) days from their receipt, in writing and expressly indicating both the Quotation /Order Confirmation of reference, and the allegedly dissimilar Products, in order to allow Atex Industries to carry out the necessary checks.
 - 6.8. If this period elapses without any actions being taken, the Products will be considered accepted by the Customer in all respects.
 - 6.9. 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.

7. Obligations, representations and warranties of the Customer

- 7.1. The Customer undertakes to use the Products exclusively for the purpose for which they were designed. 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. The Customer undertakes to carry out the tests and inspections, including life tests, and all checks on the correspondence of the Products to the technical specifications, to the national and/or international regulations applicable in the countries of delivery of the goods and to the technical and safety standards in force in the sector of use to which they will be intended as well as to all certifications of the Products or of the systems / machinery in which they are installed.
- 7.2. The Customer declares to consider the Products suitable for the purpose and use for which they were ordered. The Customer also declares that they are able to use the Products and that they have received all the instructions for their use, expressly exempting Atex Industries from any responsibility 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.
- 7.3. The installation of the Products shall be at the sole care, expense and responsibility of the Customer.
- 7.4. Before installing the Product, the Customer undertakes to verify compatibility with the plants, systems and machinery where they are installed and with current regulations.
- 7.5. The Customer undertakes to install or have installed the Products by duly authorised personnel, who must carefully follow the instructions in the instruction manual (where applicable) during installation and comply with all current regulations, including safety regulations.
- 7.6. In the event that the Customer encounters technical difficulties during the installation of the Products, they may request clarifications by email to customerservice@atex.it, specifying the model, the serial number of the device and the delivery note or the number of the purchase invoice and a telephone number, as well as explaining the reasons for the request for assistance.
- 7.7. With regard to Xetup Products, the Customer declares and guarantees that the serial use of the controllers, integrated into the Customer's machinery, is preceded by an adequate test activity carried out by the Customer.
- 7.8. With respect to Xetup Products, Customer represents and warrants that any software (including, for example: cloud products and applications) is provided by Atex Industries together with the Products solely to support the installation and monitoring of Xetup Products. Consequently, said software cannot be considered as elements on which the security of the data and the integrity of the machine being monitored and of the products contained therein depend exclusively.

8. Product Warranties

- 8.1. Atex Industries guarantees, pursuant to and for the purposes

of Article 1490 of the Italian Civil Code, that the Products are free of defects that make them unsuitable for use or appreciably reduce their value. The legal guarantee operates for a period of 12 months, starting from the delivery of the Products to the Customer.

- 8.2. For the purposes of the operation of the legal guarantee referred to in point 8.1, 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 and 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 (twelve) months from the delivery of the Products.
- 8.3. The legal warranty referred to in point 8.2. does not work in the following cases: defects and faults of the materials or components provided by the Customer and/or purchased or used by Atex Industries on the express indication of the Customer; damages caused by external agents: chemical and atmospheric; 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 a component thereof or poor or insufficient storage or maintenance of the Product; tampering or even partial modification of the Product or a component thereof; 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 obligations and guarantees of the Customer referred to in Article 7 of the General Conditions;
- 8.4. 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.
- 8.5. Upon receipt of the defect report, in the terms indicated in point 8.2., 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.
- 8.6. For the purposes referred to in point 8.5., 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.
- 8.7. Also for the purposes referred to in point 8.5., 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.
- 8.8. 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. 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.
- 8.9. 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.
- 8.10. 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, loss of profit, reputational damages, consequential damages) arising to the Customer and/or related to the faults or defects of the Products.
- 8.11. 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;
 - 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.
- 8.12. 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.
- 9. Limitations of Liability and Indemnities**
- 9.1. Atex Industries shall not be held liable for any breach, loss or direct or indirect damage (whether actual damage, loss of profits, reputational damage, consequential damage) arising from the Products or the Contract, unless they occurred due to willful misconduct or gross negligence of Atex Industries itself.
- 9.2. 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.
- 9.3. Except in cases of willful misconduct or gross negligence, Atex Industries will not be and shall in no event 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 Products, from the execution of the Contract or from the intervention or work carried out by third parties on the Products.
- 9.4. 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. 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.
- 9.5. If the Product is intended for foreign markets (including the EU), Atex Industries shall be expressly indemnified and held harmless by the Customer for any cost, charge, 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 foreign countries shall remain under the exclusive responsibility of the Customer, who shall expressly indemnify and hold Atex Industries harmless from any prejudice deriving from it.
- 10. Force Majeure Event**
- 10.1. 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.
- 10.2. In the case referred to in point 10.1. 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 supply. 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.
- 10.3. If, on the other hand, the Contract is terminated due to the impossibility of the performance, following the occurrence of a Force Majeure Event, Atex Industries will be entitled to compensation for any Products already delivered, as well as the payment of the material already ordered or purchased and the reimbursement of any additional costs incurred by Atex Industries for the fulfillment of the Contract.
- 11. Express termination clause**
- 11.1. 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; (iii) refusal by the Customer to receive the execution of the Contract; (iv) decrease or impairment of the Customer's solvency guarantees.
- 12. Penalty Clause**
- 12.1. In the cases provided for in art. 11.1.(ii) and (iv), the Customer will be required to pay a penalty equal to 50% (fifty) of the value of the Price of the Products, without prejudice to the right of Atex Industries to compensation for greater damage.
- 12.2. In the event provided for in art. 11.1.(iii), the Customer will be



required to pay a penalty equal to 100% (one hundred) of the value of the Price of the Products not withdrawn, without prejudice to the right of Atex Industries to compensation for greater damage.

13. Withdrawal

13.1. Atex Industries shall have the right to terminate the Contract at any time by written notice sent to Customer.

13.2. 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 Industries pursuant to the provisions of the previous art. 13.1.

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

14. Confidential Information and Intellectual Property

14.1. 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.

14.2. 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.

14.3. 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 relating to the Products purchased or viewed, nor is it authorised to communicate to third parties news and information that allow the reproduction of the Products or samples/prototypes/models provided by Atex Industries.

14.4. For each violation of the obligations provided for in articles 14.1 – 14.3, 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.

14.5. 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.

15. Governing Law and Jurisdiction

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

15.2. 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.

16. Communications and notifications

16.1. Any communication, notification 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.

16.2. 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: atexindustriessrl@legalmail.it

17. Privacy

17.1. By signing the Quotation, the Customer declares to have viewed and accepted the privacy policy of Atex Industries available on the website www.atexindustriest.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.

17.2. 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.

18. Special conditions applicable to Forecast Orders

18.1. 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.

18.2. The Forecast Order shall have the maximum duration provided for in the Quotation or, if sent, in the Order Confirmation and is intended to be binding. Unless otherwise agreed between the Parties, the maximum duration of the Forecast Order is 12 (twelve) months.

18.3. 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.

18.4. 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 18.5 below. The regulations of the Orders referred to in the General Conditions apply in full to Executive Orders.

18.5. 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%.

18.6. If the Customer does not recall the Products whose delivery is foreseen in the Forecast within the following 90 (ninety)



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

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.

- 18.7. 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 11.1. and 12.2. of the General Conditions.

19. Miscellaneous

- 19.1. 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.
- 19.2. 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.

REV00 on the 10/01/2025

Divisions of Atex Industries

