

General Terms and Conditions of Sale

1.– Definitions

SELLER: The company Italmec-Elettronica s.r.l., headquarter at Via dell'Artigianato 38/2 – 40050 Monte S. Pietro (BO), VAT No. 00501231203 – Tax Code 00309040376.

PURCHASER: The purchaser of the Product.

GENERAL TERMS AND CONDITIONS OF SALE: These general terms and conditions of sale, attached to the Order and also available on the website www.italmec-elettronica.it

ORDER: The purchase proposal for the Product that the Purchaser must send to the Seller by ordinary or certified email.

ORDER CONFIRMATION: The written document issued by the Seller accepting the Order, sent to the Purchaser, containing the data indicated in the Order and, in any case: the description of the Product(s), the Seller's product code (and, upon request, the Purchaser's code), quantity, unit price, transport terms, delivery terms, and payment terms.

CONTRACT: The agreement concluded between Purchaser and Seller for the sale of the Product, executed by the Order Confirmation.

TECHNICAL DOCUMENTATION: The technical datasheets of individual Products, available on the website www.italmec-elettronica.it, as well as the operating instructions for use, assembly, installation, maintenance, etc., provided through a QR Code on the product, in Italian. Any translations into other languages will be supplied upon request at the Purchaser's expense.

PRODUCT(S): The products of Italmec Elettronica S.r.l., possibly "customized" on the basis of specific technical requirements expressly requested and defined by the Purchaser, marked with the ITM brand.

2.– Application and Effectiveness of the General Terms and Conditions of Sale

2.1 These General Terms and Conditions of Sale constitute an integral and essential part of each Product sales Contract and shall govern each individual sale, except for possible integrations and/or incompatibilities with additional and/or different Special Conditions previously agreed upon between the Parties. Any terms of purchase prepared and/or referenced by the Purchaser shall have no value or effect unless specifically accepted and included in the Order Confirmation.

2.2 If the Product includes application software, the use of such software may be governed, where applicable, by separate and specific license terms.

3.– Orders, Order Confirmations and Technical Documentation

3.1 Orders must always be in written form and sent to the Seller via ordinary or certified email; the Seller's Order Confirmations will likewise be sent to the Purchaser in written form.

3.2 The Purchaser declares to have carefully examined, prior to sending the Order, all the Technical Documentation available online, and to have verified the technical, regulatory, and operational compatibility of the Products with the machines, equipment, and environments in which the Products are intended to be used.

3.3 The Seller reserves the right to make any changes to the Purchase Order if necessary to comply with any national or EU regulation, or to modify the Product without affecting its quality or

performance, or to replace it with a more recent series of comparable form and/or function. The Seller assumes no responsibility for any non-compliance with regulations, laws, requirements or prescriptions to which it is not bound under Italian or EU law.

3.4 Any activity performed after the sale of the Product—including, for example but not limited to, installation, assembly, configuration, and maintenance of the Product according to the Purchaser's needs—is the exclusive responsibility and risk of the Purchaser. The Purchaser must strictly follow the instructions contained in the Technical Documentation and Instruction Manual, and use the Product in accordance with its characteristics and intended use.

4.– Price, Order Fulfillment Terms and Delivery Terms

4.1 The Product price is that indicated in the Order Confirmation and includes packaging costs according to the Seller's standards. Any special packaging requested by the Purchaser and approved by the Seller shall be at the Purchaser's expense. The price does not include sales taxes, customs duties, other charges, or VAT if applicable.

4.2 All prices are based on Ex Works delivery—according to the INCOTERMS in force at the time of the Order—at Italmec-Elettronica S.r.l., Via dell'Artigianato 38/2, 40050 Monte S. Pietro (BO). Any different delivery terms must be agreed in writing and will result in a price increase.

4.3 The Seller reserves the right—at any time before delivery and after informing the Purchaser—to increase the Product price by no more than 5% compared to that indicated in the Order Confirmation, when cost increases occur due to circumstances beyond its control (e.g. currency fluctuations, customs variations, labor or material cost increases, changes in delivery dates, quantity changes, or delays caused by the Purchaser).

4.4 The estimated time for Order fulfillment is indicated in the Order Confirmation and is approximate and non-binding; the Seller will nevertheless do its best to meet the indicated time and will notify the Purchaser 2 working days in advance when goods are ready.

4.5 The Seller shall not be liable for delays or failure to deliver if the Purchaser has not provided adequate and timely information.

5.– Invoicing and Payments

5.1 The Seller issues an invoice to the Purchaser on the delivery date indicated in the Contract.

5.2 If the Purchaser fails to collect the goods for more than 5 working days, the Seller is entitled to charge €5.00 per day, without prejudice to any further legal remedies.

5.3 All costs, fees, and charges relating to payment of the Product(s) price or any other amounts owed to the Seller shall be borne exclusively by the Purchaser.

5.4 The Purchaser must pay the Product price within the deadline indicated in the Order Confirmation and invoice. Payment must be made directly at the Seller's address, and is owed even if the Purchaser fails to collect the Products.

5.5 If the Purchaser fails to pay within the contractual deadline, the Seller is entitled to late-payment interest pursuant to Legislative Decree 231/02, in addition to debt-recovery expenses and compensation for any further damages.

6.– Purchaser's Obligations

6.1 The Purchaser is solely responsible for selecting the purchased Products and for all post-sale activities—installation, handling, assembly, configuration, maintenance—performed at its site, which must strictly comply with the Technical Documentation. The Purchaser must also possess the necessary structures and competencies (including technological) for proper Product use.

6.2 The Purchaser must diligently comply with all obligations listed in the Technical Documentation for proper installation and functioning.

6.3 The Purchaser is exclusively responsible for:

- a) verifying and certifying that units incorporating programmable controllers and hardware subsystems supplied by Italmec comply with regulations in the country of installation;
- b) verifying and certifying that software and firmware supplied and/or developed by Italmec meet the required performance specifications;
- c) the Seller is not responsible for malfunctions due to non-conformities of hardware/software/firmware supplied or developed by Italmec if such issues arise within the Purchaser's application.

7.– Statutory Warranty, Commercial Warranty, Limitation and Exclusion of Liability

7.1 Without prejudice to **Italian statutory warranty provisions**, the Seller grants the Purchaser a **Commercial Conventional Warranty** valid for 24 months from the Product manufacturing date.

7.2 Any statutory or commercial warranty and any contractual or non-contractual liability of the Seller is **excluded**, except in cases of willful misconduct or gross negligence, including:

- failure to verify and certify software/firmware compliance;
- malfunctions due to non-conformities evident only in the Purchaser's application;
- damages or malfunctions resulting from: failure to follow Technical Documentation, tampering, improper use, incorrect installation, negligent maintenance, unauthorized repairs or modifications, extraordinary events, abnormal deterioration due to environmental, physical, electrical or electromagnetic conditions.

The Purchaser is solely responsible for using Products in machinery or applications other than those specified in the Technical Documentation.

7.3 The Commercial Warranty applies only in case of manufacturing defects, provided that the Product is returned:

- i) directly and exclusively by the Purchaser, at its expense, and with prior authorization;
- ii) with required documentation and original or suitable packaging;
- iii) with original identification labels and visible serial number and production date.

7.4 If the Commercial Warranty applies:

- a) the Seller will repair—at its facility—or replace the defective Product if repair is not cost-effective;
- b) repaired Products will be returned within 2 months unless special checks are required; shipment Ex Works;
- c) the Seller is not responsible for defect localization/removal costs, transportation, or reinstallation;
- d) the Seller will not be liable for defects not reported promptly.

8.– Returns for Credit and Out-of-Warranty Repairs

8.1 Any return request outside warranty must be authorized, and must reference the sales invoice dated no more than 3 months prior.

8.2 Products returned within 20 days will incur a 35% devaluation for administrative and handling costs. Transport is at Purchaser's expense. Missing original packaging will incur re-packaging costs.

8.3 Returned Products must show no signs of tampering.

8.4 Out-of-warranty repairs will be charged based on labor and replaced components, up to a maximum of 40% of current list price. If repair is impossible or impractical, the Product will be returned without charges.

9.– Drawings, Technical Documents and Intellectual Property

9.1 Technical Documentation, drawings, technical specifications, illustrations and information provided by the Seller may not be used except for their intended purpose (installation, use, maintenance, marketing), unless expressly authorized.

9.2 All information, standards, and specifications are exclusive property of the Seller. No license to trademarks, patents, or other IP rights is granted.

10.– Export Requirements

10.1 Product sales may be subject to declarations, export controls, or permissions under local regulations. The Purchaser/exporter is responsible for compliance with all export/import laws and duties.

10.2 The Seller will provide reasonable assistance in supplying required documentation.

11.– Force Majeure and Hardship

11.1 The Seller shall not be liable for delays or non-performance due to causes beyond its control (natural disasters, war, embargo, government acts, strikes, production blocks, difficulty obtaining materials, equipment failure, power interruptions).

11.2 The Seller shall notify the Purchaser promptly and also report when the cause ceases.

11.3 After 120 days from the event, the Seller's obligations are extinguished without liability.

12.– Product and Process Quality / Certifications

12.1 The Seller's quality system is ISO 9001 certified (scope: "Design, production and sale of electronic devices: indicators and industrial process controllers; customer-specified temperature probes: thermocouples and RTDs").

12.2 Products comply with EU regulations on electromagnetic compatibility and safety. Many Products are tested and certified by international bodies (where applicable, certification marks appear on the label).

13.– Language

These General Terms and Conditions and all sales Contract forms are written in Italian and available in English. In case of discrepancies, the Italian text prevails.

14.– Applicable Law – Jurisdiction – Competent Court

14.1 These Terms and all related Contracts are governed solely by Italian law.

14.2 The UN Convention on International Sale of Goods (CISG, Vienna 1980) is **excluded**.

14.3 Jurisdiction lies exclusively with the Italian courts.

14.4 The competent court is exclusively the Seller's court.

Document valid from April 01 2026