

General Conditions of Sales and Delivery

1. Introduction

These General Conditions of Sales and Delivery (hereinafter called “conditions”) apply to all supplies of goods and/or services made by CAEN RFID S.R.L., with registered office in Via Vetraria no. 11, 55049 Viareggio (LU), VAT reg. no. 02032050466 (hereinafter called “seller” or “CAEN”) to any natural or legal person, hereinafter called “customer” or “buyer”, that formalised and forwarded a purchase order to CAEN.

The conditions apply to any CAEN commercial operation even without any direct or explicit reference to them, and they are mandatory except for amendments to the conditions confirmed by CAEN in writing: any terms or conditions set by the buyer in contrast with this document are ineffective and must be considered as not set.

The Customer also declares to know the content of these general conditions of sales available at www.caenrfid.com.

2. Offers

CAEN offers are not binding and are valid for 30 days from the issue date.

No contract will be entered into between CAEN and the Customer until the order from the customer is accepted by Caen via the Order Confirmation sent to the Customer.

Subsequently to the Order Confirmation, the order cannot be revoked without Caen's written authorisation, notwithstanding the buyer's right of withdrawal under Article 11.

CAEN reserves the right to improve or change the design or the construction of its products while the offer is valid.

Any expenses and costs related to the changes to the product requested by the Customer compared to the catalogue or the construction drawing approved, shall be on the Customer's account.

The Customer shall also bear any other additional change, integration, service or expense requested by the Customer and not expressly included in the Order Confirmation.

Cost estimates and any other tariff-related document are the property of CAEN, which holds exclusively all rights of exploitation connected to the copyright. Such documentation must not be either duplicated or transmitted to third parties without the written authorisation of the seller. If the offer validity period expires to no avail, CAEN reserves the rights to call back such documentation, which must be returned within 30 days, and no copies can be retained by the buyer.

3. Contract finalisation

All orders must be placed in writing and must be received by CAEN. The contract is finalised exclusively from the order acceptance date, as stated in the Order Confirmation form, and from the date of full satisfaction of all contractual conditions, if any. If the goods description reported in the CAEN offer differs from that in the Order Confirmation form, the latter must be considered valid.

4. Prices and payments

Unless otherwise agreed, sales prices are set in the Order Confirmation.

Prices are EXW (Exworks) seller's factory, are fixed, unless specified otherwise, and remain unchanged until the delivery date stated in the order confirmation. These prices do not include, unless otherwise stated: a) Value Added Tax, (b) any taxes, duties, levies or other similar charges arising outside or inside the Seller's country to fulfil the contract, c) any other accessory charges such as shipping and insurance costs.

If, upon the Customer's request or for reasons not attributable to CAEN, the delivery date were to be postponed, CAEN reserves the right to reconsider the prices by charging the customer for any increases enforced in the meanwhile, in addition to any storage expenses.

Payments must be made as specified in the Order Confirmation and statutory interest will be charged otherwise when required by law. Any payment must be made in full without any amount being offset, exempted or retained in any way (except for the cases that cannot be excluded by law), in the currency stated in the Seller's offer with precise indication of the invoices it refers to.

Notwithstanding any additional right granted to the Seller, the latter reserves the right to suspend the execution of the Contract (including the right to suspend any shipping, technical support and possible repairs) should the Buyer omit to make any of the payments agreed, and to request advance payments and/or guarantees at any time that are sufficient to fulfil the obligations of the buyer, based on CAEN's reasonable judgement.

Any dispute that may arise between the parties shall not exempt the Customer from the obligation to respect the payment terms and conditions.

5. Delivery terms

Unless specifically otherwise stated, all delivery times start from the time of satisfying all the conditions in the contract, if any, and in particular from the acceptance of the order by CAEN and the payment of any amount as advance payment when requested.

Delivery terms are approximate, never mandatory and are stated in the Order Confirmation.

In case of delay or impediment by CAEN in the fulfilment of its obligations due to:

- A. actions or omissions by the buyer and/or its agents (including the failed provision of specifications and/or drawings, of measures and/or other necessary information reasonably needed by the seller)
- B. changes required by the customer during the order execution, if accepted and/or technically possible;
- C. confirmed delays by possible sub-vendors of the Seller;
- D. force majeure as set out in article 6,

the delivery dates and/or the contractual price shall be amended as a consequence where considered necessary by CAEN. These circumstances lift CAEN from any liability for possible delays in the delivery terms.

Should the buyer not take delivery or not provide suitable shipping instructions, CAEN shall pack the goods in the way deemed the most adequate and shall be authorised to store the goods inside or outside its organisation, at the customer's expense. At the time of storing the goods at the warehouse, the delivery shall be meant as finalised and any risk relating to the goods shall be transferred exclusively to the buyer, which will be obliged to make the relevant payment in favour of CAEN.

In case of a contract with permanent deliveries, each partial delivery does not entitle the customer to withdraw from the contract nor to request any compensation for damages.

The seller is not liable for delivery errors due to the wrong indication of the address by the buyer. Upon receiving the goods, the buyer is required to verify their conformity to the order placed, according to the following:

- the number of parcels stated in the carrier letter corresponds to the number of parcels actually delivered;
- all parcels are intact, not damaged, not wet or tampered with.

The buyer is required to sign the delivery note only after carrying out these checks.

In case the order made and the delivery do not match, the customer must not accept the goods and must give formal notice directly to the carrier.

Signing the document without having run the above-mentioned checks is to the customer's detriment: once the delivery of the parcel is accepted no objection can be raised against the supplier about the external features of the delivered goods, in relation to the order made.

Products may be returned subject to written authorisation by CAEN, with indication of the Return number, it being agreed that the products will be returned to the sender in the absence of an agreement in this respect.

In any case, the return of products shall be at the Customer's risk and expenses.

6. Force majeure

The contract (notwithstanding the Buyer's obligation to pay all the amounts due to CAEN in compliance with the agreements reached), can be suspended, without any liability, if and to the extent that its fulfilment is prevented or delayed by circumstances that are not under the reasonable control of the party concerned, including force majeure, by way of example, war, conflict, acts of sabotage, government decisions or actions (including export or re-export prohibition or the failed granting or the revocation of valid export licenses); or trade union conflicts, strikes, lockouts. The seller is not obliged to supply goods, services or technology if and for as long as it does not obtain the necessary licenses or authorisations or the qualification for the general licenses or the derogations required by law, regulations, measures and requirements regarding imports, export control and sanctions and the relevant amendments.

Should such licenses, authorisations or approvals be rejected or repealed or in case of amendment to laws, regulations, measures and requirements that forbids the Seller from fulfilling the contract or which, in its reasonable judgement, expose it to the risk of liability according to the laws, regulations, measures and current requirements, the Seller shall be exempted from all obligations set out in this contract and/or any other collateral contract with the buyer.

Should any of the parties be unable to fulfil its obligations, notwithstanding the Buyer's obligation to pay all the amounts due to the Seller according to the contract, because of the reasons under this article, for a period longer than 180 consecutive calendar days, both parties may terminate the defaulted part of the contract, without being liable, by a written notice sent to the other party.

7. Retention of title

The products sold on the basis of this agreement remain the property of CAEN until the sales price agreed for them is paid in full, the Customer bearing all the risks from the time of the delivery of the products the supply refers to.

In case of failed payment, notwithstanding any claim for compensation for damages or other faults by CAEN, the latter shall have the right to request the immediate transfer of the products, with the costs and charges being borne by the buyer.

Notwithstanding CAEN's explicit written consent, any instruction of the customer for the mentioned products before they have been paid in full, or any other conduct that may in any case compromise the right to claim them, shall imply the customer's liability towards CAEN, without prejudice to the applicable criminal provisions.

All software rights are reserved. The buyer is strictly forbidden from transferring the software rights to third parties, grant the license to them or use them in any way against payment or for free.

8. Contract termination and non-fulfilment

Notwithstanding any additional right of the seller, the contract with the Buyer shall be deemed terminated by law if measures, requests, orders or moratorium procedures are adopted due to debt, liquidation, dissolution, administration or restructuring (through voluntary arrangement, arrangement scheme) of the Buyer or any of its affiliates.

Notwithstanding the greater damage incurred, the Seller is authorised to recover from the Buyer all the expenses and damages incurred consequently to this termination, in addition to a penalty equal to 50% (fifty percent) of the amount of the order not executed consequently to the non-fulfilment itself.

In case of the Buyer default on payment, CAEN has the right, pursuant to article 4, not to execute the deliveries according to the delivery order or another deed, or to subject the execution of the deliveries to advance payments or another guaranteed method.

9. Warranty

CAEN undertakes to guarantee the products, for a period of 12 (twelve) months, against material and/or manufacturing defects. This period starts from the delivery date of all the products with serial number. For the goods not identified by a serial number (by way of example, antennas, tags, etc.), the indication of the year of sale affixed to the product through a stamp will be valid: in this case the warranty will be valid for the year stated and for the subsequent year.

The warranty includes and is limited to the repair and/or replacement of the product and/or the component and/or the individual faulty parts that prevent the proper operation of the product and always provided these are defects existing originally, to be carried out at CAEN assistance centre located in Viareggio, Via Vetraia 11, subject to having filled in the RMA form online available at www.caenrfid.com in the "Customer History" section. The notification of the faults made within 5 days from the delivery of the goods implies the consequential replacement of the goods.

The faulty products and the parts that may be replaced shall remain the property of CAEN. The transport costs shall be borne by the Customer in any case.

The warranty does not cover defects and or damage caused during transport or by the Customer due to negligent use or tampering with the product, directly or indirectly, or caused by repairs, replacement of individual components, maintenance carried out by subjects not authorised by CAEN, technical negligence or by any circumstance that is independent of actions and facts of CAEN. Not covered by the warranty in particular are those products without or with damaged tamper-proof sticker.

Complaints regarding partial deliveries do not entitle the Buyer to refuse the obligations under the contract.

Also excluded from the warranty are the batteries and the parts normally subject to wear and/or that are easily deteriorated in any case as a consequence of their use (purely by way of example, keypads, containers, cables, connectors...).

This warranty definitively governs the legal relationship between the Buyer and CAEN. Any other warranty right is excluded to the extent that no liability is legally defined.

10. Warranty extension

Upon request, CAEN may extend the warranty period to three years against payment, guaranteeing towards the Buyer the perfect operation and performance of its products at the conditions under Article 9 above.

11. Right of withdrawal

The buyer is entitled to withdraw from the contract within 5 (five) days from the delivery date. This right is granted only and exclusively for new goods and/or products in their original packaging and never used. The products must be returned in their original packaging and must be accompanied by all the accessories and related documents.

12. Development commission

In case of orders that require special development work for their execution, the Buyer will not acquire the inventor rights referred to the development elements and/or the equipment or machinery used for the production of these elements, also in the case of the Buyer contributing to the development and/or production costs.

13. Limitation of liability

Software developed by CAEN is given to the Buyer without any warranty or certification on its use and/or on the results of its use in terms of reliability, precision, correctness. CAEN does not guarantee that the performance of its software will be continuous and without errors.

Notwithstanding the provisions of the previous paragraph and any possible further provisions contained herein, the liability of the Seller for any loss, debt, expense (legal costs included), damage, claim or proceedings incurred consequently to any contract between the parties, deriving from an infringement of the contract itself, false declaration, civil offence (negligence included), infringement of obligations provided for by law, objective liability or violation of intellectual property rights or else, shall not be in any case higher than an amount equal to the contractual price.

Notwithstanding the provisions of the last paragraph of this article, the Seller is not liable towards the Buyer in any circumstance or with reference to any contract between the parties for any loss of profit, actual or expected profits, expected savings, business volume, contracts, goodwill or reputation, use, damage or damaged data, loss or indirect or emerging damage, independently from the cause and from the fact that this may derive from a contract infringement, false declaration, offence (including negligence), violation of obligations according to the law, objective responsibility or violation of intellectual property rights.

No element contained in any contract between the parties excludes or otherwise limits the liability of the Seller (i) due to gross negligence or intentional violation and/or (ii) for any liability that cannot be limited or excluded according to the law.

14. Technical data and confidentiality

All technical and commercial information disclosed by CAEN to the customer during the business transaction must be considered confidential; therefore, all documentation containing such information shall be preserved carefully by the customer and shall not be copied, transmitted to third parties or used directly or indirectly by the customer for the execution of personal works or supplies to third parties.

15. Sundries

Should any clause, paragraph or other provision contained herein prove to be void according to any law or legal provision, such provision shall be deemed omitted, only for the void part, without jeopardising the validity of the remaining parts of this document.

The Buyer is not authorised to transfer the rights and/or obligations contained herein without the prior written authorisation by the Seller.

The titles of the Articles that make up this document must be considered as a guide and do not affect the interpretation of the articles themselves.

All the notices and communications referred to the content of this document must be in writing.

16. Competent forum

These conditions and any other contract entered into with the buyer are governed by Italian law.

The parties undertake to amicably settle any dispute that may arise while executing this document by resorting to the mediation system. Should the outcome of the mediation be negative, any judgement will be referred to the exclusive competence of the court of Lucca.

17. Law on privacy 196/2003

CAEN acknowledges that all the information acquired during its commercial transactions is to be considered confidential information of its customers, protected by law no. 675/1996 pursuant to the provisions of the privacy code on the protection of personal data.

CAEN shall guarantee the utmost confidentiality of the Buyer's personal data, in accordance with the mentioned legislation. Such data is to be handled, communicated and disclosed, also with the aid of electronic media or means that are in any case automated directly and/or via third parties, for purposes connected to commercial transactions. If necessary CAEN will forward the Buyer's data to the carrier in charge of the shipping.

The personal data communication is mandatory: without it the transaction shall not be finalised.

For the customer to exercise all the rights reserved to it by articles 13 and 7 of law 196/2003, the buyer may directly contact CAEN as the party in charge of the collection and treatment of data, at the address below:

CAEN R.F.I.D. SRL Via Vetraia 11
 55049 Viareggio (LU) Tel. 39-0584-388398 / Fax +39-0584-388959
info@caenrfid.com
www.caenrfid.com



CAENRFID srl
 Via Vetraia, 11
 55049 VIAREGGIO - ITALY
 VAT IT 02032050466

By accepting these General Conditions of Sales and Delivery the buyer also expresses its consent to the processing and communication of its data for the purposes mentioned above, without prejudice to the buyer's right to obtain the deletion or amendment of its data by sending written communication to CAEN office.

Legal representative
Company
Stamp
Date
Signature

The customer declares to have read and to specifically approve, pursuant to article 1341, second paragraph and 1342 second paragraph, the following points of this contract:

- 4. Prices and payments:** in relation to '...reserves the right to suspend the execution of the Contract...'
- 7. Retention of title:** in relation to '...remain the property of CAEN until the sales price agreed for them is paid in full...'
- 8.Default:**in relation to '...in addition to a penalty equal to 50% (fifty percent) of the amount of the order not executed consequently to the non-fulfilment itself...'
- 13.Limitation of liability:** the software 'intellectual property'
- 16. Competent forum:** in relation to '...competence of the court of Lucca...'

Legal representative
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Stamp
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Signature