

CAEN SPA - General conditions of Sales, Delivery and Warranty

1. Introduction: The present general conditions of sales and delivery (hereinafter called "conditions") apply to all supplies of goods and/or services made by CAEN SPA, company located in Via Vetraia n. 11, 55049 Viareggio (LU), VAT no. IT00864500467 (hereinafter called "CAEN") towards any natural or juridical person, hereinafter called "Customer", which places a purchase order to CAEN. These general sales conditions even if not duly signed, after the purchase order establishment, shall be considered accepted and as integral part of it.

The conditions apply to any CAEN commercial operation, even without any direct or explicit reference to them, are mandatory except for what mentioned in the last subparagraph of this article. In particular, any terms or conditions set by the Customer in contrast with the present document are inefficacious and must be considered as not set. Possible modifications of the conditions are valid only if confirmed by CAEN by written notice.

2. Quotations: CAEN quotations are not binding and are valid for 60 days from the issue date unless indicated otherwise. CAEN reserves the right to improve or update the design or the development of its products during the validity of the quotation.

3. Contract definition: All orders must be placed and reach CAEN in writing as a mandatory condition to accept the order itself. CAEN sends the Customer an acknowledgement of order as per acceptance of it. If the goods description or delivery time reported in CAEN quotation differs from those in the order acknowledgment, this last must be considered valid. It is clearly understood that the Order Confirmation that CAEN sends to the Customer will be considered merely as part of the previously implemented contract execution procedures, resulting on the order placement by the Customer.

4. Prices: Caen sets the prices net of any charge or cost that must be borne by the Customer. Prices are EXW (Exworks) seller's factory unless indicated otherwise and are set for deliveries within the temporal schedule declared in CAEN quotation. Prices do not include, unless differently mentioned: a) VAT, b) taxes, duties, and any other customs taxes due inside or outside the seller's country to fulfil the contract, c) any other accessory charges such as shipping and insurance costs.

5. Delivery terms: Unless otherwise specifically declared in CAEN quotation, delivery times have effect from the order acceptance date by CAEN and the final fulfilment of the conditions present in the contract, such as any required advance payment. Delivery times are not mandatory and are expressed in calendar days. In case of delays by CAEN in the fulfilment of its obligations due to:

- A. actions or omissions by the customer and/or its agents (including the missed supplying of specifications and/or designs, of measures and/or other necessary information to CAEN);
- B. changes required by the customer during the order execution, if accepted and/or technically possible;
- C. confirmed delays by possible CAEN's sub-vendors;
- D. "force majeure" causes as foreseen in article 6;

the delivery time – and/or the price as per above points – will be modified consequently if CAEN considers it necessary. In case of a contract with different or postponed deliveries, each partial delivery is considered an independent commercial transaction. The impossibility or delay of a delivery does not give the right to the customer either to withdraw from the contract or ask for the compensation for possible damages. CAEN is not responsible for possible delivery mistakes from the forwarder due to incorrect delivery details supplied by the customer. At goods receipt, customer is required to verify their conformity to the order placed, according to the following:

- the parcels number stated in the carrier letter must correspond to the number of parcels delivered;
- all parcels shall be intact, not damaged, not wet or tampered with.

Customer is required to sign the delivery note after this verification. In case of non-compliance between the order and the delivery, customer must not accept the goods, and must give formal notice directly to the carrier. The signature of the document without having performed the above mentioned verifications is at customer's damage. Once accepted the parcel delivery, no claims shall be direct to CAEN about the external features of the delivered goods.

6. Force Majeure: The contract execution can be suspended, without any responsibility, if its fulfilment is prevented or delayed by circumstances not depending from one of the interested party control, among them force majeure causes, war, conflict, acts of sabotage, government decisions or actions (including export or re-export prohibition, or the missed authorization or the annulment of export licenses); trade union conflicts, strike, lockout; without prejudice of Customer obligation to pay all necessary amounts due to CAEN in compliance with the stipulated agreements. The seller does not have any obligation to supply goods, services or

technology, if he did not obtain the necessary licenses or authorization or the qualification for the general licenses or the derogations foreseen by the law, regulations, ordinances and requirements for importation, exportation control and penalties and relevant modifications.

Should such licenses, authorizations, approvals be rejected or repealed or in case of modification of laws, regulations, ordinances and requirements which forbid CAEN to fulfil the contract or which expose him to the risk of responsibility foreseen by laws, regulations, and current requirements, CAEN shall be exonerated from all obligations foreseen by the present contract and/or any other collateral contract with the customer.

Should any of the parties be unable to fulfil its obligations, except for customer's obligation to pay the amount due to CAEN according to the stipulated agreements, due to the reasons foreseen in the present article, for a period longer than 180 consecutive days, both parties can settle the non-executed part of the contract, without any responsibilities, by a written notice sent to the other party.

7. Payment: Each payment must be made (a) totally without compensation, exception or deduction of any type, (b) in the currency reported in CAEN quotation and (c) with exact reference to the invoice to which it refers to. Except for any further right referring to the seller, he reserves the right to (i) apply delay interests of 5% above the official bank rate, once elapsed the agreed period for payment and till the full settlement, (ii) to suspend the contract execution (with the right to suspend deliveries too) if the buyer omits to make any scheduled payments, and/or (iii) to require at any time advance payments and/or warranties to guarantee the buyer's obligations fulfilment. Any claim that could arise between the parties do not exempt the customer from respecting payment conditions and terms.

8. Condition of ownership: CAEN reserves his right of ownership of the goods sold under this agreement until the payment in full has been made, including any taxes or surcharges, and any other additional equivalent sum eventually agreed. In case of missing payment, except for any request of compensation for damage by CAEN, the seller has the right to request the immediate transfer of the interested products, upon refund of the products remaining value, fixed by CAEN, eventually paid, deducted all charges connected to the recovery of the products themselves.

Any act that, out of the explicit written permission of CAEN, involves instructions by customer about the products before their complete payment and any other behaviour that could compromise the claim right, will make the customer responsible towards CAEN, except for the applicable penal sanctions.

9. Non-fulfilment: Except for all CAEN rights, the contract with customer will be rescinded if a) customer is in default due to causes unrelated to force majeure, and within 30 days from CAEN written notification date referred to the non-fulfilment, the customer omits to correct such non-fulfilment, if it can be corrected within such period, or if it is not possible to correct the non-fulfilment within such period, customer omits to correct it, or if adopted b) measures, motions, injunctions or debt moratorium proceedings, winding up, dissolution, administration or reorganization (agreed through a voluntary settlement program) of the customer or of any affiliated party (including head offices at any level), which do not correspond to a winding up or solvent reorganization as per incorporation or restructuring. CAEN can recover from customer and/or from his representing agent all expenses or damages suffered from the contract rescission, including a penalty of 50% of the order amount not executed because of the non-fulfilment. If customer hasn't fulfilled the payment, CAEN has the authority, as per Article 7 and as per other rights and conditions contained herein, not to execute the scheduled deliveries, foreseen by this or any other agreements, or to ask for advance payments and/or appropriate warranties before proceeding with the deliveries.

10. Warranty: Except for the following article 14, CAEN products are covered by a 12 months guarantee, from the lack of conformity in accordance with legislative decree no. 24/02 implemented by the 1999/44/EC directive. This period starts from the delivery date of each product to customer. Warranty includes, for the above mentioned period, the repair and/or substitution interventions of the defective products, to be held in CAEN premises in Viareggio, Via Vetraia 11 (Italy). Substituted parts are and will remain CAEN property. Shipping costs will be at customer's charge unless otherwise agreed by written form. The repair will not cover defects due to causes occurred for an inappropriate use of the products. The anomalies and/or defects must be notified immediately to CAEN in written form. The notification shall be made by the customer within 5 days from the goods receipt date in case of obvious defect; in case of hidden defect CAEN must be informed immediately and no later than one week from the date in which the defect is detected. Otherwise it will be excluded from the warranty. Claims referred to partial deliveries do not give to customer the right to reject the fulfilment of the complete contract. Customer declares to be aware and to have read the information on the instructions for using CAEN products.

11. Warranty Extension: In the event that the Customer has purchased the "extended warranty" service, together with the purchase of the product itself, after the first 12 months of warranty, CAEN provides an extended warranty for one year under the following conditions:

- a. Warranty covers CAEN product including all its components. Within this warranty CAEN guarantees that the equipment is without any defect in manufacturing and/or materials able to endanger or prevent the correct functionality, if the instructions provided in the user manual have been followed and if the product maximum power and load are not exceeded.
- b. Warranty involves the repair of all defects or damages detected during its validity period; the defect removal can be done through substitution with an equivalent device or through repair. The substituted device and/or components become CAEN property. Material and labour costs are at CAEN charge, while shipping expenses and other costs (customs duties, other taxes, insurance costs, etc) for the defective device from customer to CAEN and for the repaired device from CAEN to customer are at customer charge.
- c. Warranty requests are valid only if the devices are accompanied by a copy of CAEN sales invoice including all necessary information referring to the purchase date, the product description and serial number. CAEN can ask for the original invoice. In case of purchase from a third party, the warranty is transferable with the original purchase receipt mentioned above
- d. Warranty does not cover defects or damages due to an incorrect use of the product, assembling and/or installation mistakes, damages occurred during the transport or due to crashes, collisions or falls and/or non-authorized repair operations performed by third parties.

The present warranty regulates once and for all the juridical relationship between the customer and CAEN. Any further warranty right is excluded unless a responsibility is legally defined.

12. Return of the goods: Goods that for any reason have to be returned to CAEN (warranty, repair, etc) can only be shipped back after filling the Product Return Form and register on the web site www.caen.it or after CAEN authorization. CAEN will immediately inform the customer about the identification code that should accompany the returned material. Goods returned without CAEN authorization can be shipped back to the client. The goods shipped to CAEN shall be duly packaged, and the parcel shall clearly bear the return authorization references. The return of the goods is at customer's charge and risk.

13. Development commission: In case of an order where a special development work is required, the buyer will not have the inventor rights regarding the development itself, neither regarding the equipment and tools used for the production even if the buyer partially contributed to the development or production costs.

14. Software and Firmware Licences: The buyer declares to be aware, to have read and approved all articles contained in the Software Licence Contract, CAEN "Software Licence", available on the web site www.caen.it, that shall be considered integral part of this agreement. The buyer declares also that the acceptance of the present conditions implies the acceptance of the above mentioned Software Licence Contract.

15. Limit of responsibility: During the warranty period, described previously in articles 10 and 11, CAEN assures that the functioning of the products and/or services, if correctly used by the buyer, corresponds to its description in the relative accompanying documentation (user's manual, internet site, Product Catalogue, etc.). Products and/or services supplied by CAEN are not specifically designed, manufactured or intended to be sold as parts, components or groups to the designing, construction, maintenance or direct functioning of nuclear structures and/or aircraft instruments and/or biomedical instruments and/or lifesaving instruments. CAEN declines any responsibility for eventual damages resulting from this kind of use. CAEN does not supply any certificate on specific results obtained by the buyer, using CAEN products and/or services, and does not guarantee that products and/or services functioning, in accordance with the customer specific purposes, will be uninterrupted or free of errors. Further, CAEN does not supply any certificate on the use or on the results obtained using its products and/or services, does not give any kind of warranty regarding accuracy, precision, reliability and does not assure that the functioning of products and/or services will be uninterrupted or free of errors. Products and/or services are not developed with components or tested to warrant a reliability level suitable perform diagnosis or any kind of human treatment, or to be used as primary components in any live support system or other high-risk activities, such as those in medical or nuclear field, air traffic control, etc., from which eventual negative performances can procure severe damage to human beings, to the environment or to the property of third parties. The good functioning of products and/or services can be affected by adverse factors such as power supply variations, hardware malfunctioning, software or operative system suitability, suitability of the program editor or development software used for developing an application, installation failures, compatibility problems with hardware and software, malfunctioning or failure of control or electronic monitoring devices, electronic systems (hardware and/or software) temporary failures, not foreseen incorrect uses, or errors induced by the direct user or by the application designer (such factors will hereinafter be called "system failures"). Any application in which a system failure would damage the property and/or persons (including the risk of personal injury and death) should not rely on CAEN products and/or services due to the risk of system failure. To prevent damage, injury or death, the direct user or the application designer must take appropriate measures to protect themselves against system failure. Since each end-user

application is customized and differs from the applications where CAEN tests are conducted, and because the end-user or the application or the designer may combine the products with other products not foreseen by CAEN, the customer, the end-user or the application designer are responsible for the inspection and validation on the products conformity whenever the products and/or services are incorporated into a system or an application. CAEN will not be responsible for any incident, indirect, exceptional or consequential, that arises from or in connection with any products and/or addition services provided, even if CAEN had been advised of the possibility of these damaging events or if the harmful event would result of any instructions or suggestions from CAEN. CAEN will respect its own obligations diligently, not providing however further warranties, including those concerning (a) a third-party products, (b) the results achievement. CAEN does not give any guarantee in terms of correctness, accuracy, reliability, and marketability as well as on the legality and use of any of the products. The responsibility for damaging events for CAEN shall never be greater than the fees agreed between CAEN and the customer. The customer assumes all responsibility and agrees that CAEN shall be fully indemnify against any liability, damage, loss or legal action arising from improper uses.

16. 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 applications or supplying to third parties. Any violation may be contested in order to protect and/or compensate CAEN and its intellectual property rights.

17. Others:

- a) The methods and means of packaging and shipment of products are solely determined by CAEN.
- b) The possible renunciation by CAEN in claiming a violation, a non-fulfilment or any other right or remedy and its decision not to claim it to the customer, shall not be considered as a recurring waiver to claim other violations, non-fulfillments, remedies or rights.
- c) If a clause, paragraph or any other disposition here contained is considered invalid under any law or rule of law, it shall be omitted, only for the invalid part, without prejudice to the validity of the remaining parts of this document.
- d) The Customer is not allowed to assign its rights and/or obligations contained herein except with previous written permission of CAEN
- e) The titles of the articles in this document shall be intended as a guide and do not affect the interpretation thereof.
- f) Any notice or communication related to this document shall be done by written form.
- g) The United Nations Convention on Goods International Sales shall not be applied to these conditions.
- h) Whenever the Client is in CAEN premises, he is obliged to comply with the rules there applicable, and follow the instructions given by CAEN staff, including regarding those related to safety and electrostatic discharges.
- l) The products user manual is written in English language, as requested by the industry sector. Any doubts regarding its interpretation must be promptly communicated to CAEN SpA for authentic interpretation

18. Place of jurisdiction: The present conditions, and any other contract agreed with the customer are governed by the Italian law.

The parties engage themselves to define any dispute arising from this document out of court. If no friendly solution is possible, any judgment shall be exclusively presided by the Tribunale di Lucca.

19. Legislative decree 196/2003 ("Privacy"): CAEN acknowledges that all information acquired during its commercial transactions are to be considered confidential and protected by Legislative decree no. 196/2003 concerning dispositions about personal data treatment. CAEN shall guarantee the confidentiality of customers personal data according to the above mentioned law and shall be used, communicated and disclosed, even with electronic tools, exclusively for purposes connected to commercial transactions. If necessary CAEN will transmit the customer data to the carrier in charge of the shipping. The personal data communication is mandatory: without it the transaction shall not be finalized. The buyer, to sustain its own rights as per article 7 of Legislative decree no. 196/2003, can directly contact CAEN, responsible for data collection and processing at the address mentioned on art. 1. By accepting the present conditions customer expresses his consent to the personal data processing for the above mentioned purposes, with the right to ask and obtain their cancellation or modification through written communication to CAEN.