

**1. The Order**

All orders must be issued by letter or telex. The company DARTON S.R.L. reserves the right to accept telephone and verbal orders. Orders taken by DARTON are considered finalized only with the sending of the order confirmation by DARTON of Sesto San Giovanni. The placing of the order by the Customer implies the complete acceptance of the present conditions of sale. Any particular purchase clause or condition appearing on Customer's order and which is in contradiction with the present will be considered void.

**2. Improvement of the contract**

DARTON 's quotation doesn't constitute a contract proposal pursuant to art. 1326 C.C. and is therefore not in any case binding for DARTON, but has a pure indicative nature about its willingness to supply the various products at current prices at the time the offer is sent and is therefore subject to any subsequent change. For each order, DARTON will issue a written confirmation. In the case of an order received by telephone, the customer must send the acknowledgement receipt duly stamped and signed for acceptance, thus going to complete the contract. In any case, failure to pay any advance will result in termination of the contract due to the Customer's default.

**3. Delivery, shipment and risks to**

- a. Unless otherwise agreed all DARTON sales are for goods delivered ex-warehouse in Ticengo
- b. The goods travel in any case at the risk of the Customer.
- c. The Customer has the obligation to check the status of the goods upon arrival in order to allow, in the event of failure, the exercise, in legal terms, of a possible action against the carrier.

**4. Delivery terms**

The delivery terms set by the Seller during the confirmation phase are indicative and DARTON cannot therefore be responsible for damages or any penalties deriving from a delayed delivery. DARTON reserves the right to make partial deliveries with consequent issue of invoices to be paid in the terms agreed in the order confirmation.

**5. Packaging**

Unless otherwise agreed, packaging is not accepted for return and will be charged at cost.

**6. Return of the goods**

- a. Any return of goods must be previously authorized in writing by DARTON
- b. The goods must be delivered FOB Sesto S.G. and travel at the risk of the Customer.
- c. No refund, even if authorized, will be accepted if the following informations are not contained in the document:
  1. Return authorization nr communicated to DARTON 's customer
  2. Delivery note nr
  3. Quantity and type of the returned device
  4. Reason of the return
  5. Request for replacement or repair
- d. In no case will be accepted products welded, tampered with, damaged or recovered from circuits already assembled, or used improperly.
- e. The product found comply with the standard specifications and/or in the conditions of point d. will be returned to the Customer at his own expense.

- f. Claims less than € 500 will not be accepted
- g. Logistical non-conformities to be reported within 15 days from the date of delivery
- h. Return of products due to technical malfunction/non conformity within one year (subject to supplier evaluation)

## **7. Payment terms**

All invoices must be paid to the DARTON office in Sesto S.G. always within the deadline indicated in the order confirmation, regardless of any anomalies occurred during the warranty period and the need for any tests. DARTON reserves the right to issue banking receipts and/or drafts without this constituting an exception to the paragraph 3 of the art. 1182 C.C.

For Customers who issue orders to DARTON for the first time, payment must be made in cash upon collection of the goods. Any disputes relating to invoices must be received by DARTON within 15 days from the date of receipt of the same, otherwise they'll not be taken into consideration. Any delay in payments will result in the debit of the default interest of 6 points. Discounts are not permitted unless authorized by DARTON. The minimum billing is €100, unless otherwise expressly agreed.

## **8. Suspension of delivery and contractual resolution**

DARTON reserves the right to suspend deliveries if the Customer doesn't even make a single payment at the established deadline, either defaulting to other contracts or, in general, to any other obligation. After the conclusion of the contract, if the Customer's financial conditions are changed following change protests, and/or forced executions on the Customer's assets and/or insolvency proceedings instituted against the same, DARTON in addition to what is specified in the preceding paragraph (right to suspend supplied), reserves the right to terminate the contract with immediate effect and to request immediate payment in cash by notice by registered letter with acknowledgement of receipt

## **9. Reserved domain**

The sale of the equipment is carried out with the reservation of the property that will pass to the Customer only at the moment in which he has paid the balance of the price. According to the art. 1523 C.C., the risks are assumed by the Customer at the time of delivery. The retention of title agreement, where deemed necessary by DARTON will be transcribed by the latter and at the expense of the Customer in the appropriate register kept in the Registry of the Competent Court and this for the purposes provided by the art. 1524, 2nd paragraph, C.C. (Civil Code)

## **10. Prices**

The selling prices are calculated FOB in Sesto S.G. and do not include VAT; all other services must be agreed and will be specifically charged. For material coming from abroad, prices are understood to be linked to a charge specified in the order confirmation. Therefore, at the time of invoicing, they'll automatically vary with reference to the exchange rate deriving from the average of the U.I.C quotes, Piazza di Milano, relative to the 5 days preceding the date of the delivery note of the goods. In case of lack of U.I.C for closing the exchange rates, the average number of free trades recorded by the daily newspaper "Il Sole 24 Ore" will be used as daily quotation. Prices will remain unchanged if the above calculation results in a variation lower than the percentage specified in the order confirmation, while they'll vary for the entire percentage if the variation is higher than the percentage specified in the order confirmation. **Any additional expenses** imposed by the import legislation (such as, for example, customs duties) will be charged to the Customer.

10.1 The prices, in the event that between the conclusion of the contract and the execution of the order, there is a decrease or increase in the costs of which the seller (Darton Srl) is not responsible and which could not be foreseen by this last, they can be changed. In particular, in the case of allocation and variation of the price

lists by producers with a consequent increase in procurement costs, the seller is authorized to reasonably increase prices in proportion to the average increase in the market prices for goods that must be delivered within a minimum 45 days after the conclusion of the contract. The buyer in the event of an excess increase of 10% of the agreed price has the right to withdraw from the contract.

### **11. Order cancellations and rescheduling**

Order cancellations or quantity decreases are not accepted. Any reprogramming must be agreed with DARTON. The maximum transfer allowed in a single time is three months from the delivery date. A written notice by registered letter with R.R. or telex at least one month in advance is required. DARTON will be entitled in this case to charge an amount equal to 2% per month of the value of the goods used as refund for the cost of immobilized materials.

### **12. Warranty**

DARTON guarantees that the goods sold are free of material and manufacturing defects.

DARTON will return the amount relative to the sale price or repair or replace, as its option, those products that DARTON establishes are affected by defects, within the warranty term specified in the warranty certificate enclosed with the product or, in absence of this certificate guarantee, within 3 months from the date of delivery note of the goods, unless otherwise specified in the order confirmation. Any transport costs are charged to the Customer. DARTON is not obliged to provide assistance on the basis of this article to repair damage caused by improper use of the goods or their connection to equipment suitable for a particular use. DARTON is not responsible for resulting damages.

### **13. Major force**

DARTON will not be liable, except for serious negligence, for failure to perform the Contract if it results: (a) from causes not reasonably attributable to the Seller; (b) is due to the need to comply with laws, regulations, orders, deeds or requests with priority rights of any governmental, civil or military authority, or body or organization that depend on them; (c) is due to actions or omissions of the Customer, due to major force, fires, floods, bad weather, strikes or similar events, lock-outs, factory closures or changes, embargoes, wars, popular riots, delays or transport deficiencies, impossibility to obtain labor or material from the usual DARTON sources.

### **14. Repairs**

In the event of repairs, to be carried out after a special agreement, during the warranty period or covered by a maintenance contract, the repaired goods shall be deemed to be delivered free of charge warehouse in Sesto S.G.

### **15. Jurisdiction**

The competent judicial authority in any dispute arising from the orders, including in relation to bank draft and/or receipts, will be exclusively that of the Court of Monza.

## 16.Information of the processing of personal data

The personal data communicated by you will be used by Darton S.r.l. respecting the fundamental principles dictated by Legislative Decree 196/2003.

### Methodology and purpose of data processing

In compliance with current legislation, we list below the purposes of the processing of the data by our Company and the related purposes pursued:

- Commercial management: collection, processing and storage of data in order to elaborate offers in response to specific requests from customers and potential customers or for marketing activities .
- Order management: collection, processing and storage of data related to customer orders received.
- Accounting management: collection, storage and processing of data for administrative and accounting purposes, including the possible transmission of commercial information and/or invoices by mail.

For completeness, we wish to inform you that the conferment of personal data is necessary to the extent in which they're used for the performance by our Company of contractual and/or contractual obligations law.

### Data controller and data processor

The owner of the data processing is Darton S.r.l., operational headquarters in Via di G. Carducci 125/C, Sesto San Giovanni (MI), VAT nr 05328060966 in the figure of the legal representative.

### Rights of the interested party

We also inform you that every interested party can exercise the rights set forth in art.7 of Legislative Decree 196/2003. Therefore it's your faculty:

- Obtain confirmation of the existence or not of personal data concerning him, even if not yet recorded, and their communication in intelligible form.
- Obtain the indication:
  - The origin of personal data ;
  - The purposes and methods of processing;
  - Of the logic applied in the case of processing carried out with the aid of electronic instruments;
  - Of the identification data concerning the data controller and data processors;
  - The subjects or categories of subjects to whom the personal data may be communicated or who can learn about them as appointed representative in the State, managers or appointees.
- To obtain : a) updating, rectification or, when interested, integration of data ; b) the cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including those for which conservation is not necessary in relation to the purposes for which the data have been collected or subsequently processed; c) the attestation that the operations referred to in letters a) and b) have been brought to the attention, also with regard to their content, of those to whom the data have been communicated or diffused, except in the case where such fulfillment proves impossible or involves the use of means manifestly disproportionate with respect to the protected right

The interested party has the right to object, in whole or in part:

- For legitimate reasons to the processing of personal data concerning him, even if pertinent to the purpose of the collection
- To the processing of personal data concerning him for the purpose of sending advertising materials or direct sales or carrying out market research or commercial communication.

To exercise the rights provided in the art.7 of Legislative Decree 196/2003 and summarized above, the interested party must send a written request to [info@darton.it](mailto:info@darton.it)

## CAUTION

Returns will be accepted only if accompanied by Nr.A.R.M. (Return Material Authorization Nr). This authorization must be requested through the Darton seller. Darton warehouse will verify that on return document and on package Nr A.R.M. is present and highlighted. In Default the package will be rejected.