

Sales Conditions

Article 1 - Scope and definitions

1. These General Terms and Conditions of Sale (hereinafter, "General Conditions") apply to all commercial agreements between Senseca Italy S.r.l., a company with registered office in via Marconi n. 5, Selvazzano Dentro (PD), registered in the Companies' Register of Padua, ordinary section, with registration number and tax code 03363960281 (hereinafter, "Senseca Italy") and its customers, having as their object the sale of all Senseca Italy products (hereinafter, "Products").
2. Customers are defined as any natural person or legal entity acting in its capacity as entrepreneur and for purposes internal to and pertaining to its business and/or professional activity (hereinafter, "Purchaser"), having, for this effect, to exclude any application of the provisions of Italian Legislative Decree no. 206 of 6 September 2005 (so-called Consumer Code) and subsequent amendments.
3. These General Conditions are published on the website in a format that makes it possible to store, reproduce and print them. Senseca Italy reserves the right to modify these General Conditions. Any amendments will be effective from the date of their publication on Senseca Italy's website and/or communication to the Purchaser and will be applicable to all contracts signed from that date.
4. These General Conditions cannot be modified or derogated, except by written agreement between Senseca Italy and the Purchaser (hereinafter, "Parties").
5. The General Conditions fully govern the commercial agreements referred to in this Article 1, except as may be provided for in a separate written agreement between the Parties.

Article 2 - Conclusion of the Contract

1. These General Conditions exclusively govern the offer, submission and acceptance of purchase orders for Senseca Italy's Products.
2. A purchase order must be submitted in order to conclude a contract with Senseca Italy. Orders must be submitted in writing or by email orders.do@senseca.com (calibration.do@senseca.com in the case of Calibration Services). By submitting the purchase order, the Purchaser unconditionally accepts and undertakes to observe these General Conditions.
3. No purchase order will be binding on Senseca Italy unless it has been expressly accepted in writing by Senseca Italy within 14 (fourteen) calendar days from the date of formulation of the proposal. Senseca Italy will send an order confirmation with the

date of shipment and terms of purchase. It will be the Purchaser's responsibility to check all order confirmations for accuracy and to notify Senseca Italy of any discrepancies with the purchase order.

4. Senseca Italy reserves the right not to process purchase orders received in the event of, but not limited to, insufficient solvency guarantees, incomplete or incorrect orders or unavailability of Products.
5. IEC 17025 ACCREDIA Calibration Certificates and ISO 9001 Calibration Reports are subject to a fee. 17025 ACCREDIA Certificates and ISO 9001 Calibration Reports are issued only upon order and only for the instruments, not for the sensors alone. In case of purchase of new Senseca Italy instruments, the ISO 9001 Calibration Reports and the ACCREDIA IEC 17025 Calibration Certificates must be requested at the time of ordering, otherwise, it will be necessary to return the product to be calibrated to the LAT 124 Calibration Centre. Once the Certificates/Reports have been issued, any changes in the data of the end user will only be possible upon payment. Where not specifically requested, the calibration points will be chosen at the discretion of our laboratory operator, according to the specifications of the instrument. The Certificates/Reports, issued in paper format only, will be delivered exclusively with the instruments. The Calibration Centre LAT 124 issues and sends ACCREDIA Certificates in digital format by e-mail only if expressly requested in the order.

Article 3 - Performance of the Contract

1. The scope of performance of Senseca Italy's obligations is determined by the contract.
2. The description, details of the Products and conditions of use contained in catalogues, brochures and technical documentation as well as any other informative material provided by Senseca Italy are not to be understood as a guarantee of the quality of the Products. Any guarantee of quality must be expressly formulated in writing. Furthermore, Senseca Italy reserves the right to make changes to the technical data as well as to the shape, colour and/or weight of the Products.

Article 4 - Prices and payments

0. The minimum amount per invoice, net of discount, is € 260. For orders of a lower amount, € 40 NET will be charged. Certificates of origin and consular visas are not included and will be charged at cost. The minimum amount per invoice does not apply to Calibration Services.
1. All prices quoted in Senseca Italy's quotations and price lists are exclusive of VAT and any customs charges.

2. Unless otherwise agreed upon in writing between the Parties, costs of packaging, transportation, as well as any administrative or fiscal charges related to the transport and sale of the Products, are exclusively borne by the Purchaser.
3. Prices are based on production costs at the time of order confirmation. In the event of increased costs, Senseca Italy reserves the right to adjust prices to these increases if the goods are to be delivered, at the request of the Purchaser, more than 1 (one) year after the conclusion of the contract, unless fixed prices are expressly agreed.
4. Unless otherwise agreed in writing, payments must be made in full and without exception, offsets, deductions or any other deductions, under the agreed conditions, no later than the due date indicated on the invoice. In the event of non-payment or delayed payment, the provisions of Italian Legislative Decree 231/2002, as amended, will apply, without prejudice in any case to Senseca Italy's right to claim compensation for greater damages.
5. For the timeliness of payments, the value date on Senseca Italy's current account will be taken as the basis.
6. Under no circumstances may the Purchaser suspend or delay payments. Withholding of payments due to counterclaims or offsetting of counterclaims is not permitted. The Purchaser may not, in any case, raise exceptions of non-performance in order to avoid, suspend or delay payments due, without prejudice to the provisions of Article 1462, first paragraph, of the Italian Civil Code. Without prejudice to the foregoing, exceptions of non-performance by the Purchaser will only be effective if they have been declared in writing by Senseca Italy or have been confirmed by a final and enforceable court decision.
7. In the event of non-payment of the agreed price, the sales agreement will be considered terminated by law, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, when Senseca Italy declares its intention to avail itself of this express termination clause.

Article 5 - Delivery and transfer of risks

1. The Products will be delivered within the terms agreed between the Parties, except in the event of unforeseeable circumstances or force majeure as defined in Article 6 of these General Conditions and without prejudice, in any case, to what is provided for below.
2. Delivery of the Products is understood to be FREE CARRIER (FCA) Incoterms® 2020 and therefore all risks relating to the Products will pass to the Purchaser when they are made available to the Purchaser at Senseca Italy's premises. Such risks pass to the Purchaser even in the event of a refusal by the Purchaser to take delivery of the Goods within the agreed terms, it being understood that Senseca Italy will be entitled to store and insure the Goods, at the expense of the Purchaser, by taking

out insurance policies of adequate coverage against fire, theft, breakage and other risks and/or damages.

3. It is understood that Senseca Italy is not obliged to take out any insurance policy against fire, theft, breakage, flood or other damage arising from the transportation and/or use of the Products.
4. Packaging is carried out in accordance with user experience, except for special requests of the Purchaser which must be specifically formulated in writing in the order. Any claims or disputes arising from or in connection with the transport and/or complementary and/or subsequent operations to it must be made exclusively by the Purchaser against the carrier or any third party responsible, Senseca Italy being exempt from any liability.
5. Upon specific request, the cost of transport can be quoted and included in the invoice if agreed upon and accepted in writing. Delays in delivery shall not entitle the Purchaser to any right or compensation. Shipments made by unauthorised carriage forward shall be rejected. Deliveries to the end customer are not made, except in the case of exceptions to be agreed at the time of placing the order.

Article 6 - Force majeure

1. Senseca Italy may suspend its contractual obligations in cases of force majeure by giving written notice to the Purchaser within 7 (seven) working days of the occurrence of the event. Force majeure includes, but is not limited to, the following causes: natural disasters (earthquakes, floods, storms, etc.), armed conflicts, strikes, industrial accidents. In the event that the event of force majeure lasts longer than 90 (ninety) days, either party shall have the right to withdraw from the contract.

Article 7 - Guarantees and right of withdrawal

1. Senseca Italy grants to Purchaser the warranties for defects as provided for by the current and applicable legal regulations concerning the sale of movable goods, subject to the following paragraphs.
2. Notwithstanding the provisions of Article 1495 of the Italian Civil Code, the right to warranty for defects will lapse if the Purchaser does not notify Senseca Italy in writing of any defects and faults at sales.do@senseca.com quoting the Order Confirmation and/or Invoice number, describing in detail the type and extent, within 5 days of delivery of the Products in case of obvious defects and within 5 days of discovery in case of hidden defects and faults. The warranty claim in favour of the Purchaser shall in any case expire 24 (twenty-four) months after delivery of the Products.

3. In the event of timely notice of defects pursuant to Article 7.2, the Purchaser shall allow Senseca Italy to remedy the reported defect by replacement of the Product within a reasonable time.
4. The warranty for defects does not apply where the defects, even if promptly reported, are due to normal deterioration of the product or improper or inadequate use by the Purchaser or force majeure.
5. In any event, the disputed Products must be kept at the disposal of Senseca Italy and, if requested, must be returned at Senseca Italy's expense.
6. Senseca Italy's liability for non-performance is in any case excluded if the performance of the services for which it is responsible is rendered impossible and/or excessively onerous by reason of force majeure or unforeseeable circumstances, or by reason of breach of contract and/or conduct attributable to the Purchaser, without prejudice, in the latter two cases, to the liability of the Purchaser himself.
7. The customer has the right to withdraw from the contract. The customer who intends to exercise the "right of withdrawal" must send a written notice within 7 days of receipt of the goods by registered mail with acknowledgement of receipt to: Senseca Italy Srl, via Marconi n. 5, 35030 Caselle di Selvazzano (PD), Italy. To exercise the right of withdrawal the integrity of the products and packaging is essential. The cost of the return shipment is at the expense of the customer. Senseca Italy will refund the sum, subject to any costs borne by the customer. Goods returned without one of the above requirements will be rejected.
8. You must wait for the Return Merchandise Authorisation (RMA) number from Senseca Italy, which must also appear on the shipping documents. Goods must be shipped prepaid within one week of notification of the RMA number and must be intact.
9. A fixed fee of € 40.00 (or € 60.00 in the case of sound level meters, vibrometers, environmental analysis instruments) is charged for the technical inspection of instruments sent in for repair that are not covered by the warranty and for quotation or repair requests for instruments that do not have any defects.

Article 8 - Liability

1. Without prejudice to the provisions of Article 7.1 above, the contractual liability of Senseca Italy is expressly excluded, except in the case of liability for wilful misconduct or gross negligence.
2. In the absence of wilful misconduct or gross negligence, compensation for any damage to the Purchaser will not, in any case, exceed the value of the individual defective product. In no event will Senseca Italy be liable for any loss of profit or loss

of earnings, any other economic loss, indirect, consequential, arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or delayed delivery of the Products.

3. In the event of a delay in delivery beyond 20 (twenty) working days, not previously agreed and supported by order confirmation, due to causes attributable to Senseca Italy, the amount of damages for negligence cannot exceed 8% of the agreed net contract price.
4. Senseca Italy is not liable in any way for any additional or different warranties made by the Purchaser to third parties, including, without limitation, any warranties regarding the useful life and durability of the Products, the product made from the Senseca Italy Products, or the product into which the Products are incorporated.
5. Senseca Italy cannot be held liable for damages resulting from the choice made by the Purchaser of particular use and/or employment of the Products and/or for events which occur, even in dependence of the Products, in the exclusive sphere of the Purchaser and/or over which Senseca Italy cannot exercise its control, or which, in any case, cannot be unequivocally attributable to a direct and exclusive responsibility of Senseca Italy itself for the lack of the promised quality of the Products.
6. These limitations of liability do not apply in the case of personal injury, damage to life or health.

Article 9 - Disposal of electronic equipment

1. Where electronic equipment is the subject of a contract, its disposal is subject to the provisions of Italian Legislative Decree no. 49/2014.
2. Once at the Purchaser's disposal, the disposal of such equipment will be at the expense of the Purchaser itself and in accordance with the provisions of the law, relieving Senseca Italy of its obligations as manufacturer under the aforementioned legal provisions and of any related claims by third parties.
3. In the event that such equipment is transferred from the Purchaser to a third party, the Purchaser will be obliged to subject the third party in writing to the obligations for the proper disposal of the obsolete equipment and to bear the specific costs.
4. Should the Purchaser fail to comply with the provisions of Article 9.3 above, he shall be directly liable and obliged to take back at his own expense what has been transferred to third parties at the end of its cycle of use and to dispose of it in accordance with the legal provisions.

Article 10 - Privacy

Senseca Italy Srl

Single Member Company subject to direction and coordination of SENSECA Germany GmbH
Via G. Marconi 5 | 35030 Selvazzano Dentro | Padova | ITALY
VAT N. IT03363960281 | Tel. +39 049 8977150 | sales.padua@senseca.com | www.senseca.com

1. The personal data of the Purchaser communicated for the purposes of the contractual relationships regulated by the present General Conditions will be kept in the archives of Senseca Italy with the adoption of appropriate security measures to avoid illicit processing.
2. In particular, Senseca Italy undertakes to protect, in full compliance with the provisions of Italian Legislative Decree no. 196/2003 "Code for the protection of personal data" and subsequent amendments, as well as the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, the personal data acquired, stored and processed within the scope of its activities in order to avoid any illegal or even improper use of such information.

The Data Controller is Senseca Italy, in the figure of its legal representative pro tempore.

Article 11 - Court of jurisdiction

1. For any litigation and/or controversy arising from or connected to contracts having as object the Products, or with the interpretation, execution, validity of the same and of the present General Conditions, the jurisdiction of the Italian Judge is exclusively agreed and the Court of Padua will be exclusively competent for it, without prejudice to the right of Senseca Italy to refer to a different court for the protection of its rights.

Article 12 - Further agreements

1. The nullity, voidability and/or ineffectiveness of individual provisions shall not affect the validity of the remaining provisions. If a provision is invalid or void, the Parties hereby agree to apply a valid provision that comes as close as possible to the meaning of the invalid and/or void provision.
2. The applicability of the Vienna Convention on the International Sale of Goods is excluded.
3. Even if drawn up in other languages, the Parties mutually acknowledge that the only binding version of these General Conditions is the Italian version. The versions in other languages are for information purposes only.
4. Modifications or cancellations of current orders will be accepted upon written request by the Purchaser and written confirmation by Senseca Italy, which reserves the right to charge the Purchaser for handling costs, normally 20% of the value indicated in the order.