

SALES GENERAL CONDITIONS

1. OFFERS AND PURCHASE ORDERS

Unless otherwise specified, seller's offers retain their validity for a period of 30 days. All orders must specify, for each ordered item, quantity and seller's article Part Number, using the special abbreviations that make up the article.

The orders are always firm and binding for the client. Orders, whether they are issued by an agent or directly, are valid only if approved by the seller. We do not accept cancellations of order if not agreed and, in any case, the seller can claim the right to compensation for any expenses suffered for such cancellation. The seller does not accept orders that involve penalties.

For rental orders for Optec facilities, any cancellation or rescheduling of the booked service must be notified in writing no later than two (2) working weeks before the agreed date. Failing such notice, the customer shall be charged the full agreed amount for the rental service.

2. PRICES

We mean those applied on the date of acceptance of the order. If increases in materials, labor, or other cost elements occur during the supply, the seller remains entitled to adjust his prices starting from the date on which these increases occurred.

3. DELIVERY

Delivery is deemed to have occurred when the goods are made available to the customer or with the remittance to carrier / shipper.

4. TERMS OF DELIVERY

It is understood that the delivery terms indicated in any case, while being respected as far as possible, are always and only informative, and that the seller assumes no responsibility for damages resulting from delays in delivery. Without being in any way obliged to pay any indemnity, the seller reserves the right to either extend the delivery time or to terminate the contract in the following cases:

- circumstances of force majeure such as total or partial strikes, lack or insufficiency of motive power, fire in his factories or in those of his sub-suppliers, and in another event not dependent on his cause;
- inadequacies, inaccuracies or delays by the customer in the transmission of the information necessary for the execution of the order;
- any changes accepted after receipt of the order;
- difficulty in raw materials procurement;
- default on payment terms by the client.

5. INVOICING

Invoices are considered fully accepted if they are not rejected within eight days of their arrival. Customer cannot, under any circumstances, refuse the receipt of the goods, and must always make the payment, except to subsequently assert his possible reasons (solve et repeat).

6. SHIPMENT

Shipments are always understood to be carried out on behalf of the customer, and at his own risk, even when the destination is granted. Complaints about any tampering or shortage of materials must always be presented by the recipient to the carrier; goods are not covered by insurance of any kind unless expressly requested, and on behalf of the customer.

Seller will take into consideration claims related to trade-in types and quantity differences only if submitted in writing within eight days from the date of receipt of the goods and, in case of difference in quantity, if accompanied by the gross weight of the package detected upon arrival. In the absence of instructions from the customer, the seller declines any responsibility for the choice of means of transport, both for the rates charged by carriers and shippers. Unless expressly agreed otherwise, all transport costs from seller's premises are responsibility of the customer. If it is agreed that the transport costs are also only partially borne by the seller, he can use the cheapest means of transport and, if different means are prescribed, the greater expenses will be borne exclusively by the customer.

For direct collection by the customer, goods will be kept available in seller's warehouses for a maximum of 5 days; afterwards, they will be delivered to the port assigned to the carrier or shipper that sellers considers most suitable.

7. PAYMENTS

Payments shall be made directly to the seller and at their domicile. In any case, they can be collected by agents only upon presentation of relative delegation or authorization. The only forms of payment allowed are those agreed upon order acceptance. Any payment made in place or otherwise than the agreed one will not be considered valid. Once the established payment term has elapsed, without prejudice to the right to demand payment, the seller will count on the credit of the default interest in the measure currently applied by leading Italian banks for short-term financing, without the need for any notice. Any payment for checks and bills of exchange subject to collection and not to credit is accepted. Any dispute concerning products in progress or ready for shipment or already shipped or in customer's possession does not free customer from the obligation to withdraw the entire quantity of product ordered and in any case from making the payment at the established expiration date.

8. SPECIFICATIONS AND DRAWINGS

Everything will be done so that descriptions, drawings and other information in correspondence, in catalogues, etc., are accurate, but seller will not assume any responsibility for inaccuracies that may exist in such documents.

9. CLAIMS

The warranty is limited to repair or free replacement of the parts recognized by the seller as defective. The recipient of the goods must report defects and troubles in writing within eight days of receipt via the form on the site www.optec.eu. The replacement of defective goods will take place at the earliest.

Arbitrary returns of goods will not be accepted in any way. The complaint can never give rise to any cancellation or reduction of orders by the customer, or to the payment of compensation by the seller. Warranty lapses if the parts returned as defective have been tampered with, even if in the attempt to repair them.

Warranty does not cover damage or defects due to external agents, assembly errors, or other causes not attributable to the seller. The seller does not assume any responsibility for damages deriving from accidents of any kind to people or things that may occur due to or linked to the use of his products even if recognized as defective by seller himself, also during the execution of the tests.

9. REGULATORY LAW OF THE CONTRACT

This order is governed by Italian law.

10. LEGAL DOMICILE AND JURISDICTION

The legal domicile of the seller is intended to be elected at the legal office of Novara, Via Scavini 2/A; for every controversy, the only competent forum is that of Novara.

11. DEROGATION FROM GENERAL CONDITIONS OF SALE

Any exception or variation to these general conditions of sale must be explicitly confirmed and accepted in writing by the parties.

12. ORGANIZATIONAL MODELS, CODE OF ETHICS AND ANTI-CORRUPTION POLICY

The Parties declare that they are aware of the current legislation on administrative liability for crimes of legal entities pursuant to Legislative Decree 231/2001, and undertake to refrain from conduct that may constitute violations of the aforementioned legislation (regardless of whether a crime has actually been committed and whether it is punishable).

Customer undertakes to strictly comply with the provisions of the Code of Ethics and, for the applicable part, the Organizational Model pursuant to Legislative Decree 231/2001 adopted by Optec S.p.A., which can be consulted on the website www.optec.eu.

Customer also undertakes, in its relations with Optec S.p.A., to strictly comply with the rules and principles contained in the Corruption Prevention Policy approved by Optec's Board of Directors, as an integral part of the Model pursuant to Legislative Decree 231/01, declaring that he has read the mentioned documents by consulting the website www.optec.eu, and that he has understood and agrees with their contents.

Customer also declares that he has not been convicted of any of the crimes referred to in Legislative Decree 231/2001, or in relation to crimes against the Public Administration, and that he is not subject, to the best of his knowledge, to investigations for the aforementioned crimes.

Customer also undertakes to promptly inform Optec S.p.A. in the event of investigations and/or the issuance of a conviction, even if not final, against him or against his legal representative and/or attorney, for the crimes indicated above. The aforementioned information must in any case reach Optec S.p.A. no later than 15 days after customer becomes aware of the issuance of a conviction.

Customer also declares that he is not in any situation, even potential, of conflict of interest in relation to the object of the Contract, and that he undertakes, in any case, to promptly inform Optec S.p.A. of any potential conflict that may arise.

Furthermore, and in any case, each Party declares and guarantees:

- a. to refrain from offering, promising or paying (directly or indirectly) or authorizing the offer or payment of money or other benefits or taking actions aimed at exercising influence on public officials or public service officers or in any case subjects attributable to the Public Administration in order to influence an act or decision relating to their office; similarly with regard to relations with any representative of a private entity;
- b. to have never (directly or indirectly) offered, paid, or authorized the offer or payment of money or other benefits or taken actions aimed at exercising influence on public officials or public service officers or in any case subjects attributable to the Public Administration, or on representatives of a private entity.

The Parties agree that failure to comply, even partially, with the provisions of this clause legitimizes the termination of the Contract in accordance with the procedures pursuant to and for the purposes of art. 1456 of the Italian Civil Code.

Without prejudice to this right of termination, the Parties also reserve the right to suspend the execution of the Contract or to unilaterally withdraw, even during execution, in the presence of information from a qualified source, regarding factual circumstances or legal proceedings from which non-compliance with this clause can reasonably be deduced.

The exercise of the above rights shall be to the detriment of the defaulting Party, and the latter shall fully indemnify and/or hold harmless and indemnify the other Party from any prejudice, loss, claim, complaint, action, liability, damage, burden, expense or cost (including legal fees), also in relation to any claim and/or request and/or action brought against such Party in any venue, by any third party, arising from or in any way connected to the failure, incorrect or partial fulfillment of the obligations set forth in this Article.