

**GENERAL TERMS AND CONDITIONS OF SALE FOR  
SYSTEMS Rev. 01 2024**

**1. Scope of the terms and conditions**

These general sales conditions regulate all the relationships between SICK S.p.A. (the “**Supplier**”) and the purchaser (the “**Customer**”), unless they are expressly waived by specific provisions that the Supplier will accept in writing.

**2. Type and use of the products sold**

2.1 The systems sold by the Supplier shall be used only exclusively for the purposes specified by the original manufacturers. The Customer shall comply with the product and system specifications given by the manufacturer or by the Supplier.

2.2 The systems sold by the Supplier are not designed to be used in devices or systems to be surgically inserted into the human body, or that can be used to maintain or control life.

2.3 The system/s is/are subject to third party rights including but not limited to patents, copyrights and licenses; the Customer shall comply with these rights.

2.4 The Customer shall hold harmless and release the Supplier and the system manufacturers, to the fullest extent permitted under the governing laws, from any liability, damage, costs or expenses arising from the Customer’s failure to comply with the provisions of this Article.

**3. Orders**

3.1 Every order must be sent to the Sales Office to the email address om@sick.it or by e-commerce or other electronic mode such as, but not limited to, EDI. The Supplier has the right not to accept telephone and/or oral requests. Any clause or particular purchase condition in the Customer’s order contrasting with these Terms and Conditions shall have no effect if it is not accepted in writing by the Supplier. The Supplier is entitled to accept orders with a delivery scheduled up to 12 months from the date of the order. Any exception to this general rule shall be agreed upon from time by time.

**4. Contract completion**

4.1 The offer issued by the Supplier, following the Customer’s request, has a life span of 90 days, unless otherwise stated in the offer. The offer is not a contract proposal under Article 1326 of the Italian Civil Code and therefore it is never binding for the Supplier, as it only confirms the Supplier’s availability to supply the system and the prices. Therefore, the offer is revocable at any time before the completion of the contract and is subject to possible changes.

4.2 The text of the offer will include: i) the item number and description of the products included in the offer, quantity offered, unit of measure, delivery time, delivery address, delivery terms; ii) prices, terms and conditions of payment of the products and services included in the offer; iii) any specific sales condition or provision applicable to the system even notwithstanding the general terms and conditions of sale.

4.3 When managing any order request, the Supplier, at its discretion, will issue an order confirmation in writing. Any possible information and/or data on the features and/or technical specifications of the products contained in the catalogues, price lists and/or similar documents other than those indicated in the order confirmation are not binding for the Supplier.

**5. Prices**

5.1 Sale prices are intended before VAT and do not comprise taxes, custom duties, transportation fees or any other expenses or commissions.

5.2 The Supplier reserves the right to increase prices from those stated in its quotation or agreed upon in the contract if, subsequent to the latter, changes have occurred in the prices

of raw materials or other costs pertaining to the scope of supply covered by the quotation or order. Such price increases shall be proportionate and reasonable compared to the aforementioned cost increases.

## **6. Delivery and shipping**

6.1 Unless otherwise agreed, the Supplier will deliver the system/s sold through contracted carriers; the system/s is/are sold/s with DAP Customer Incoterms 2020.

6.2 The delivery note of the products ordered by the Customer will state clearly: i) the references of the customer's order; ii) the Supplier sales order number iii) the product's identification code assigned by the Supplier; iv) the quantity and description of products delivered.

6.3 The delivery terms, as indicated by the Supplier, are just indicative terms and not warranties. The delivery terms are conditional upon the fact that they actually available for the Supplier's suppliers and that the Customer has duly paid any due amounts related to previous deliveries.

6.4 The Supplier reserves the right to deliver only part of the ordered products and to issue the related invoices to be paid in the terms agreed upon. If the Supplier delivers a lower amount of products than the ordered one, the Customer shall still accept the delivery and pay the products that have been delivered.

6.5 The Supplier cannot be held liable for any damages or penalties resulting from delayed or omitted delivery, save in case of fraud or gross negligence.

6.6 The risk is transferred to the Customer when the system/s is/are made available at the place of delivery agreed with the Customer. Should the dispatch of the delivery item or any ancillary service referred to in section 7 below be delayed or omitted due to reasons attributable to the Customer, the risk shall pass to the Customer at the time when it would have passed to him as if no delay had occurred.

6.7 The Supplier shall, on request and at the expenses of the Customer, insure the delivery item against theft, breakage and damage caused by transportation fire or water or against any other insurable risk.

## **7. Ancillary services to the systems sale**

7.1 For the services of installation, assembly or commissioning that may be provided by the Supplier on the Customer's site, the Customer must notify the Supplier of (i) any obvious faults and defects in the services provided by the Supplier or by any sub-contractors in writing at the latest within eight (8) days from performance of the services; (ii) hidden defects within eight (8) days from their discovery in any case under penalty of forfeiture. However, any legal action in relation to the poor performance of such services must be commenced by the Customer no later than one (1) year after performance of the relevant services.

7.2 To the extent that installation, assembly or commissioning has been agreed upon, the Customer shall, at its own expense, provide in due time:

- a) any supplementary works foreign to the branch of trade such as earthworks, construction works, etc. including the required skilled workers and auxiliary staff, building material and tools;
- b) the articles and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc;
- c) operating power and water at the place of operation, including the necessary connections as well as heating and light;
- d) suitably-sized, dry and lockable rooms for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and recreation rooms with appropriate sanitary equipment for the Supplier's employees at the installation site; furthermore, the purchaser shall take the same steps he would take in order to protect his employees and belongings

in order to protect the Supplier's employees and belongings at the construction site, but at least appropriate steps; and

- e) protective clothing and protective devices necessary due to special circumstances at the installation site.

7.3 Before the start of the work, the Customer must provide, without request, the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static specifications. Before beginning with the installation, assembly or commissioning, free issue equipment as well as all other items necessary for the performance of the works must be set up at the agreed location and any preparatory works must be in such a state of completion that the assembly staff will be able to start their work as agreed after arrival and complete it uninterrupted. Access to the site as well as the site itself must be paved, cleared and freely accessible.

7.4 Should the installation, assembly, or commissioning be delayed due to circumstances not attributable to the Supplier, the purchaser shall, to the extent reasonable, be obliged to bear the costs arising from waiting periods or for any additional necessary travel of the assembly staff.

7.5 Upon the Supplier's request, the purchaser shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

## **8. Acceptance tests**

8.1 The Supplier is entitled to demand acceptance of the works upon completion of the services referred to in section 7 above. Acceptance will take effect after the Customer declares acceptance in writing. The same applies if the Supplier has set a reasonable deadline for acceptance upon completion of the works and the Customer has not refused acceptance, giving at least one major defect, by this deadline. Acceptance is also deemed granted if the work is put into use, if applicable, after an agreed testing period.

8.2 Where possible, partial acceptance of the installation may be agreed in writing between the parties. In this case, any partial acceptance must be performed as soon as practicable. The last partial acceptance qualifies as final acceptance.

8.3 Notwithstanding anything to the contrary, the system will in any case be considered automatically and finally accepted by the Customer within three (3) months after the delivery of the materials in the event that the Customer refuses to take part to the acceptance test or does not declare in writing to accept the works without cause.

## **9. Technical changes**

The Supplier reserves the right to make changes to the software and/or hardware that improve the systems' features or at least do not impair them.

## **10. Payment conditions**

10.1 All invoices shall be paid at the registered offices of the Supplier, within the terms and with the agreed formalities, regardless of any issue occurred during the warranty period or the need for any tests. The Supplier has the right to issue collection orders and/or bank drafts and this will not be deemed a waiver of section 3) Article 1182 of the Italian Civil Code.

10.2 The Supplier may require an advance payment as a method of payment.

10.3 Any claim related to invoices shall be sent via registered letter/PEC to the Supplier within 8 days from receipt of the invoice. Failure to do so shall imply that the claims will not be taken into account and the invoices will be deemed accepted without any claim.

10.4 In case of delayed payment of late payment interests shall be charged the rate under Legislative Decree 231/2002.

10.5 No discounts shall apply unless expressly authorized by the Supplier. In lack of a written agreement with the Supplier, the Customer is not authorised to set off or deduct any sum (e.g. advanced payments or in case of alleged product defects).

10.6 If the Supplier has reasons to believe that the Customer will not be able and/or will not intend to pay the products within the agreed term, it may ask the Customer to provide adequate warranties before delivering the products.

10.7 By way of derogation to article 1460 c.c. and pursuant to article 1462 of the Italian Civil Code, the Customer is not allowed to suspend or delay the payment due to any claim or dispute and cannot raise any objection in order to delay any payment.

10.8 In the event of non-payment of the sums due to the Supplier within the terms indicated on the invoice, the Supplier reserves the right to use the credit insurance and collection services provided by the company Atradius Crédito y Caución S.A. de Seguros y Reaseguros, with registered office in Milan - Viale L. Bodio, 37 20158 Milan (Italy) or by other companies belonging to the same Group, in order to obtain the recovery of the commercial credit granted to the Customer.

### **11. Suspension of the deliveries and termination of the contract**

11.1 The Supplier may suspend the delivery or completion of the system if the Customer fails to perform even a single payment within the terms agreed upon, or if the Customer fails to perform any other agreements or, in general, any other obligation.

11.2 After the completion of each single sale agreement, should the economic and/or financial situation of the Customer change (e.g. protests of bills of exchange, existence of debt enforcement proceedings, judicial or voluntary wind-up, or failure to pay or delay in the payment) without prejudice for the provisions in the previous paragraph, the Customer shall no longer be entitled to pay in instalments and within a term agreed upon under Article 1186 of the Italian Civil Code.

11.3 In the event of delayed or omitted payment of the Customer, in whole or in part, of the agreed price, the Supplier will be entitled to terminate this agreement and any related order immediately, upon simple written notice, without prejudice to the right of the Supplier to obtain the payment of any amount due and payable originating from orders already performed and any damages.

11.4 The payment terms as indicated in the invoice are essential, in favour of the Supplier, and peremptory.

### **12. Cancellation and rescheduling of orders**

12.1 Any cancellation of orders or any reduction of the order must be authorized in advance in writing by the Supplier.

12.2 As regards orders with scheduled deliveries, the Supplier's written agreement is required to reschedule the shipment. The Supplier reserves the right, in its sole discretion, not to accept the Customer's request. In any case, the rescheduling of an order will not be possible without at least a 30-day notice from the earliest deadline. The Supplier is entitled to charge an amount up to 1% of the value of the unused products per month as a compensation for the costs associated with fixed assets.

12.3 If the planned dates of Installation & Commissioning are changed, the Supplier reserves the right to reprogram the activities according to the availability of its technicians.

12.4. In any case, as regards special, customised or custom products of high value, including products to be assembled in special kits, or products that, are not part of the Supplier catalogue or all the products classified by the Supplier as "NCNR" or "Non-cancellable and Non-returnable" (so called "**Non-standard Products**"), no total or partial cancellation request will be accepted for any reason whatsoever.

### **13. Performance**

13.1 The Supplier's performance, even partial, of an order or of any other service to the Customer is not construed to imply and shall not imply any implied or implicit acceptance of

Customer's terms and conditions, unless such terms and conditions were expressly signed by the Supplier's authorised representative.

13.2 The Supplier's failure to challenge any kind of document, notice or act of the Customer shall not be considered a waiver of any right or of any provision of these Terms and Conditions.

#### **14. Warranty – Statute of Limitation**

14.1 The parties declare and acknowledge that the products are sold in the context of business-to-business transactions, therefore Legislative Decree 06.09.2005 no. 206 or other consumer protection legislation do not apply as the sales are not made to final consumers. 14.2 The warranty period for systems (hardware) is 12 (twelve) months from the date of acceptance.

14.3 The Supplier exclusively warrants its products **(i)** for vices and defects which render them unfit for standard use or significantly reduce their value and **(ii)** for the lack of essential quality standards, in any case conditionally upon the fact that the relevant vice or lack of quality is notified in writing by the Customer no later than 8 days from the date of receipt of the products or from the date the fault (if latent) was discovered. In any case the Customer must bring the action before the relevant Courts within 1 year from the delivery.

14.4 In the event of a defect or malfunctioning covered by warranty, the Supplier, at its own choice, may decide whether to remedy the defect by repairing the product or parts of the system affected by the problem, otherwise replace the product or deliver the performance again.

14.5 The warranty is excluded in the following cases: inappropriate or improper use, incorrect assembly and/or commissioning by the Customer or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of unsuitable equipment, electrochemical or electrical influences – unless caused by fault and gross negligence of the Supplier. However, the warranty does not cover either wear parts (for instance filters, fuses, etc.) or the travel costs of the technicians for any interventions at the site where the system is installed and in addition the costs related to on-site activity carried out by the technicians and the assembly and disassembly of the system or any components.

14.6 The above-mentioned warranty is valid only towards the Supplier's direct Customers: any complaint moved by third parties, even if they have rights towards the Supplier's Customers, will not be accepted.

14.7 The Supplier does not grant any other possible warranty, either expressed or implicit, such as merchantability, suitability for the purpose or non-violation warranties.

14.8 Possible faults of the products must be promptly notified in writing, in any case not later than 8 days from the date of the receipt of the products or from the date the fault (if latent) was found out.

14.9 In case of ascertained and promptly notified faults, defects or non-compliance with the quality standards of the products, the Supplier shall solely and exclusively repair or replace, in its own discretion, the faulty products, excluding, to the maximum extent permitted the law, any different and additional direct, indirect or consequential damage liability to the Customer or third parties.

14.10 In case of replacement or repair of one component, will start a new period of warranty of 12 months. This warranty will cover only the replaced or fixed component.

14.11 Samples, prototypes and products in development are delivered by the Supplier and accepted by the Customer, "AS IS", without any warranty. 14.7 In relation to software and firmware, reference is made to section 19 (Digital Solutions) below.

#### **15. Product compliance and information**

15.1 The Supplier gives to its Customers the information on the system as received by the manufacturers: such information is not an integral part of right of property on the products. Therefore, the conformity of the products is limited to what was declared by the manufacturer. The Supplier does not grant in any possible way the accuracy or completeness of the information

on the products and does not grant that the information available to its Customers is current, accurate and complete; this information may be modified at any time and should not be intended as a substitution of official information issued by the manufacturers of the goods marketed by the Supplier.

15.2 The Supplier advises its Customer to always check the product information before using the product and before taking action based on the information on the product. All product information is subject to changes without notice.

15.3 Under no circumstances shall The Supplier be liable for damages that may occur to the Customers or any third party as a result of product information.

## **16. Force majeure**

16.1. For the purposes of this section, “**Force Majeure Events**” shall mean events which are beyond the control of the Supplier, such as, by way of mere example, fires, floods, adverse weather conditions, earthquakes, pandemics (including Covid-19), strikes or similar events, nuclear radiation, lockouts, closures or modification of manufacturing plants, embargoes, wars, riots, acts of terrorism, transportation delays or deficiencies, impossibility to obtain the products to be delivered from international suppliers or subcontractors of SICK Group in compliance with the delivery terms agreed upon, or other similar causes.

16.2. If delivery periods or dates cannot be met due to Force Majeure Events, the deadlines for performance by the Supplier will be extended for the entire duration of the Force Majeure Event plus an appropriate start-up period so that compliance can be achieved. Alternatively, the Supplier shall have the right to withdraw from the Agreement in whole or in part. In no event, the Supplier shall be liable for any loss, costs or damages resulting from the performance or non-performance of its obligations caused by a Force Majeure Event.

## **17. Limitation of Liability**

17.1 The Supplier's liability for damages, regardless of the legal cause, shall be limited to the total price to be paid to the Supplier according to the disputed order, excluding VAT. In no event shall the Supplier be liable for loss of profit, consequential or indirect damages, including but not limited to loss of production. No limitation or exclusion of liability shall apply in cases of gross negligence or intent, in cases of bodily injury or death or where mandatory law does not allow any limitation of liability. Any indemnification obligation of the Supplier hereunder shall be limited accordingly.

17.2 The above limitations and exclusions shall also apply to the liability of officers, employees, representatives, agents, associates, affiliated companies within the meaning of Article 2359 par. 1 and par. 2 of the Italian Civil Code.

## **18. Export control**

18.1 The Customer undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to the relevant business transaction when using, distributing or in any other way making available goods, software, technology incl. services provided by the Supplier (for the purposes of this section, collectively, “**SICK Items**”).

18.2 The Customer confirms not to be directly or indirectly controlled or owned by, or under common control with, a party identified on any sanctions list. The Customer will notify the Supplier about any changes in that regard without delay.

18.3 The Customer shall provide all information reasonably requested by the Supplier for export compliance purposes including, but not limited to, information about the end user, final destination and intended end use. No business transaction shall be binding on the Supplier until export licenses and other approvals required for the relevant business transaction have been obtained. The Supplier shall not be liable for delays or non-performance caused by the competent authorities or the Customer, even if the Supplier has confirmed a purchase order or delivery schedule.

18.4 The Customer shall fully indemnify and hold harmless the SICK Group from and against any claims of authorities or other third parties due to the Customer's non-compliance with any provision of this section 'Export Compliance'. The Customer further undertakes to reimburse the SICK Group for any losses and expenses incurred in this context.

18.5 The Customer undertakes not to use, distribute or in any other way make available any SICK Items (i) for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction and/or of missiles capable of delivering such weapons and/ or (ii) for use in weapons and/or weapons systems.

18.6 If the Customer breaches any of the provisions of this section 'Export Compliance', the Supplier is entitled to terminate the contract with immediate effect or to withdraw from it, in whole or in part. All claims against the Customer shall remain unaffected.

18.7 The Customer shall not sell, export or re-export, directly or indirectly, any SICK Items to the Russian Federation or for use in the Russian Federation. The Customer undertakes to take appropriate measures, in particular with regard to possible resellers, to ensure that SICK Items are not re-exported to the Russian Federation or for use in the Russian Federation. "SICK Items" within the meaning of this contract are goods, software, technology and all kinds of services provided by SICK.

18.8 In case the Customer does not comply with paragraph above, SICK shall be entitled to terminate this contract with the Customer without notice, even if the contract has already been executed in part, and to end the business relationship with the Customer. In the event and to the extent that Customer is in breach of any of its obligations under this clause, Customer will hold SICK harmless of any damages or costs related to such breach.

18.9 The Customer shall provide all information requested by SICK with regard to the provisions set forth in paragraphs 18.7 and 18.8 including, but not limited to, information about the end user, final destination and intended end use.

## **19. Digital Solutions**

19.1 To the extent that the scope of delivery and service includes Firmware, the Supplier grants to the Customer a non-exclusive, non-sublicensable, perpetual right to use the delivered Firmware and documentation, which right is only transferable together with the respective delivery item. Such right of use shall be limited exclusively to the contractually agreed purpose of use. The Customer is not entitled to modify, reverse engineer or de-compile the Firmware or to extract parts thereof. "**Firmware**" is software which is embedded in a delivery item and is necessary for its elementary functions.

19.2 For software which is not Firmware, and which is installed and operated locally or in the Customer's area of responsibility (on-premise), the General Terms and Conditions for the Provision of Software Products ("AVB Software SICK", available at [www.sick.com](http://www.sick.com)) shall prevail.

19.3 For software and services provided for online use, the General Terms and Conditions for the Provision of Software as a Service ("AVB SaaS SICK", available at [www.sick.com](http://www.sick.com)) shall prevail.

19.4 To the extent software or Firmware of other providers (third party software) is made available to the Customer, the Supplier does not grant the Customer any rights of use exceeding those granted to the Supplier by such third-party provider.

19.5 The Customer shall take reasonable precautions in case the Firmware does not work properly in whole or in part (e.g., by daily data-backups, fault diagnosis, regular review of the data processing results). If the Customer does not expressly indicate a deviating condition in advance, the Supplier may assume that the Customer has made data backups of all data with which the Supplier may come into contact. The Customer shall equally ensure the documentation of any settings and parameters, especially in connection with the installation of updates (in particular: bug-fixes, patches, updates, upgrades, etc.) of the Firmware.

19.6 The Customer shall immediately install any update of the Firmware made available free of charge. The Customer shall indemnify the Supplier against any damages, expenses and claims (including claims of third parties) due to non-compliance with this obligation. Unless expressly agreed otherwise, such updates will be available on [www.sick.com](http://www.sick.com). A separate notification to the Customer is not owed. The right to use the respective previous version of the Firmware ceases with the installation of updates.

19.7 If and to the extent that open-source software is provided to the Customer, the OSS License Terms shall apply for the granting of rights in addition to and prevailing over the provisions in sec. 19.1. If applicable OSS License Terms require the provision of the source code, the Supplier shall provide it upon written request, as the case may be, against payment of the costs for shipment and handling. The Supplier shall inform the purchaser about open-source software being used and about the related OSS License Terms, which Supplier shall provide to the purchaser if so required in such OSS License Terms.

## **20. Confidentiality**

The Customer undertakes not to use or reveal, disseminate and/or disclose to third parties, directly or indirectly, through a third person, organisation or company, by any means and in any way, the news and/or information, objectively and subjectively confidential, of which the Customer has become aware because of and/or in the performance of a previous or ongoing contract with the Supplier.

## **21. Privacy information pursuant to current legislation regarding the protection of personal data**

Pursuant to and for the purposes of the provisions of current legislation on the protection of personal data, the Supplier guarantees that the personal data processed by the Supplier and owned by the Customer will be kept and controlled adopting suitable and preventive security measures, so as to minimize, also in relation to the nature of the data and the specific characteristics of the processing, the risks of destruction, loss or disclosure, even accidental, of these data, unauthorized access or processing of these data that is not permitted or does not comply with the purposes of their collection.

## **22. Anti-Corruption**

The Customer shall adhere to all applicable foreign or domestic laws and regulations regarding anti-bribery and anti-corruption. In particular, but without limitation, purchaser shall not offer, promise, give, request or receive any bribes or other unlawful payments, including in relation to any public official.

## **23. Jurisdiction and venue**

23.1 Without prejudice to sections 19.2 and 19.3 above in relation to Digital Solutions, these General Terms and Conditions of Sale, as well as each single sales agreement between the Customer and the Supplier, are governed by Italian law. In the event of conflicts between the general terms and conditions applied by SICK AG (as they are recalled by the AVB Software SICK and AVB SaaS SICK) with these General Terms and Conditions, these General Terms and Conditions shall prevail.

23.2 Except as provided for by the AVB Software SICK and AVB SaaS SICK in relation to Digital Solutions, the Court of Monza will be the exclusive Court having jurisdiction and competence in relation to any possible dispute regarding these General Terms and Conditions or any single sale agreement entered into in execution of the same.

23.3 The application of the UN Convention on Contracts for the International Sale of Goods (CIGS) is in any case excluded.

## **24. Changes**



24.1 Any amendment to these General Terms and Conditions of Sale will be void unless executed in writing and expressly approved by the Supplier.

24.2 Should any of the provisions in these General Terms and Conditions of Sale be considered void, the validity of the General Terms and Conditions of Sale shall remain unaffected.

**25. Communication**

Any communication from one party to the other related to these General Terms and Conditions of Sale shall be sent in writing (delivered directly, via e-mail (including certified email, i.e. PEC), fax or priority mail) at the address indicated by the relevant Party in writing or, absent any instruction, at the registered office of such party.

Vimodrone, \_\_\_\_\_

Customer signature \_\_\_\_\_

Pursuant to Article 1341 and 1342 of the Italian Civil Code, the Customer hereby specifically approves the following clauses: 3. Orders, 4. Contract completion, 5. Prices, 6. Delivery and shipping, 7. Ancillary services to the systems sale, 8. Acceptance tests, 10. Payment conditions, 11. Suspension of the deliveries and termination of the contract, 12. Cancellation and rescheduling of orders, 14. Warranty – Statute of limitation, 16. Force majeure, 17. Limitation of Liability, 19. Digital solutions, 23. Jurisdiction and venue.

Customer signature \_\_\_\_\_