

## GENERAL TERMS AND CONDITIONS OF SALE - Rev. 05 2019

### 1. Scope of the terms and conditions

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

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

- 2.1 The products sold by SICK S.p.A. shall be used only for the purposes specified by the original manufacturers. The Customer shall comply with the product specifications provided by the manufacturer or by the supplier.
- 2.2 The products sold by SICK S.p.A. 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 products may be subject to third party rights including but not limited to patents, copyrights and licenses; the Customer shall comply at all times with these rights.
- 2.4 The Customer shall hold harmless and release SICK S.p.A. and the product 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 email address [om@sick.it](mailto:om@sick.it) or by e-commerce or EDI to the Sales Office. SICK S.p.A. has the right to refuse acceptance of telephone and/or oral requests. Any clause or particular purchase condition in the Customer’s order in contrast with these Terms and Conditions shall have no effect if not accepted in writing by SICK S.p.A.
- 3.2. SICK S.p.A. is entitled to accept orders with a delivery scheduled within but not beyond 12 months from the date of the order. Any exception to this general rule maybe agreed upon between the parties from time by time.

### 4. Contract completion

- 4.1. The offer issued by SICK S.p.A., following the Customer’s order, has a validity of 60 days, unless otherwise stated in the offer. The offer is not a contractual proposal under Article 1326 of the Italian Civil Code and therefore is never binding for SICK S.p.A., as it only confirms the Supplier’s availability to supply the product 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 description and codification of the products included in the offer; *ii)* prices, terms and conditions of payment of the products included in the offer; *iii)* any specific sales condition or provision applicable to the products included in the offer even notwithstanding the general terms and conditions of sale.

- 4.3.** When answering any order, SICK S.p.A., at its discretion, may 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 shall not be binding for SICK S.p.A.

## **5. Prices**

- 5.1.** Sale prices are intended exclusive of VAT and do not include taxes, costs, transportation fees or other expenses or commissions.
- 5.2.** The prices listed by SICK S.p.A. in the offer or in the order confirmation may vary in case of sudden and exceptional price increases by the manufacturer due to changed market conditions.

## **6. Delivery and shipping**

- 6.1.** Unless otherwise agreed, SICK S.p.A. will deliver the product sold to the Customer by delivery to contractor carriers; the products are sold ex works from SICK S.p.A. premises or ex works from the manufacturing facility that will be indicated by SICK S.p.A. in the offer or in the acceptance of the order. The Customer shall bear any and all transportation costs and the products will be considered delivered to the Customer or on its behalf when SICK S.p.A. delivers them to the carrier or when they are picked up by the Customer from SICK S.p.A.'s warehouse.
- 6.2.** The delivery note of the products ordered by the Customer will state clearly: *i)* the references of the order; *ii)* the product's identification code assigned by SICK; *iii)* the amount and type of products delivered.
- 6.3.** If not agreed upon otherwise by the parties, the Customer shall pay shipment and delivery costs.
- 6.4.** The delivery terms, as indicated by SICK S.p.A., are just indicative terms and not warranties. The delivery terms are conditional upon the fact that the products are actually available and that the Customer has duly paid any due amounts related to previous deliveries. SICK S.p.A. will not be liable for any possible damage or any other penalty caused by a delayed delivery.
- 6.5.** SICK S.p.A. 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 SICK S.p.A. delivers a lower amount of products than the ordered one, the Customer shall in any case accept the delivery and pay the products that have been delivered.
- 6.6.** The Customer is not allowed to suspend or delay the payment due to any claim or dispute.
- 6.7.** Should SICK S.p.A. deliver the products ordered after the agreed delivery terms, the Customer will not be entitled to terminate the contract or to move claims to obtain damages compensation and/or other penalties.
- 6.8.** The risk shall pass to the Customer when the products are made available at SICK S.p.A. premises or at the manufacturing facility that will be indicated by SICK S.p.A. or then delivered to the carrier. Should the dispatch be delayed or omitted due to reasons attributable to the Customer, the risk shall pass to the Customer at the time of the scheduled delivery.

## **7. Payment conditions**

- 7.1.** All invoices shall be paid at the registered offices of SICK S.p.A. in Vimodrone 20090, Via Cadorna 66, within the terms and with the agreed formalities, regardless of any issue occurred during the warranty period or the need for any tests. SICK S.p.A. 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.
- 7.2.** Customers issuing an order to SICK S.p.A. for the first time may be required to perform an advance payment via bank transfer.
- 7.3.** Any claim related to invoices shall be sent via registered letter or registered email (PEC) to SICK S.p.A. 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.
- 7.4.** In case of delayed payment, late payment interests shall be charged at the applicable rate under Legislative Decree 231/2002.
- 7.5.** No discounts shall apply unless expressly authorized by SICK S.p.A. In lack of a written agreement with SICK S.p.A., the Customer is not authorised to set off or deduct any sum (e.g. advanced payments or in case of alleged product defects).
- 7.6.** If SICK S.p.A. 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 client to provide adequate warranties before delivering the products.
- 7.7.** Under no circumstances shall the Customer be allowed to stop or delay the payment of the price of the delivered products.

## **8. Products return - Repairs**

- 8.1.** Any product return must be authorized in advance and in writing by SICK S.p.A. which can either accept or reject the request and will determine the percentages of credit. The products shall be received, exclusively in CPT, at the registered office of SICK S.p.A.; the Customer shall bear any transportation risk.
- 8.2.** All product return requests must be submitted to the email address [resi@sick.it](mailto:resi@sick.it). No returned product will be accepted after six months from the delivery or if the value of the product is below 150 euro.
- 8.3.** Returned products and products under repair will be accepted only if they show the R.M.A. number (Authorization to Return Material) or the R.O.C. number (Return on Credit). All returned products must be in their original packaging and adequately packed. All returned products must be returned in compliance with the procedures described in the R.M.A. or in the R.O.C.
- 8.4.** Products found to be not in compliance with the standard specifications and/or in the conditions under the preceding section will be returned to the Customer at the latter's expenses.
- 8.5.** SICK S.p.A. reserves the right to cancel the authorisation and to return ex works to the sender any delivered non-authorised goods or of goods in packages that are not marked with the authorisation code. Similarly, SICK S.p.A. may return shipments containing goods or amounts different from the ones listed in the shipping bill, which

must match at all times what is listed in the R.M.A. or R.O.C. form. The costs will be charged on the Customer.

- 8.6.** Products repairs, both if they occur within the warranty period or after its expiry, will be carried out by SICK AG labs in Germany. SICK S.p.A. is entitled, at its sole discretion, to pay for the repair or to replace a product in warranty with a similar one. As regards unwarranted products, SICK S.p.A. will submit a quote for the repair to the Customer; if the Customer fails to accept the quote, SICK S.p.A. will charge to the Customer the hourly cost of lab testing time as well as the expenses to return the product. If, following the tests in SICK AG's labs in Germany, the product does not show any irregularity, failure or defect, SICK S.p.A. is entitled to charge to the Customer the hourly cost of the tests that were carried out, as well as the costs for the return of the product. If the unwarranted product cannot be repaired, SICK S.p.A. will promptly inform the Customer, asking under what procedures it should return the product: the return will be organised by SICK S.p.A. but at the Customer's expenses.

**9. Suspension of the deliveries and termination of the contract**

- 9.1.** SICK S.p.A. may suspend the delivery of products if the Customer fails to perform even a single payment within the terms agreed upon, or if the Customer fails to perform any other agreement or, in general, any other obligation.
- 9.2.** 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 pursuant to Article 1186 of the Italian Civil Code SICK S.p.A. will be entitled to terminate each single contract without notice, and to request the immediate payment of all outstanding invoices and of the invoices that will become due in the future, by sending a registered letter to the Customer.
- 9.3.** The payment terms as indicated in the invoice are essential, in favour of SICK S.p.A., and peremptory.

**10. Cancellation and rescheduling of orders**

- 10.1.** Any cancellation or reduction of orders by Customer must be authorized in writing in advance by SICK S.p.A.
- 10.2.** As regards orders with scheduled deliveries, SICK S.p.A.'s written agreement is required to reschedule the shipment. SICK S.p.A. 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. SICK S.p.A. is entitled to charge an amount up to 1% of the value of the unsold products per month as compensation for the costs associated with fixed assets.
- 10.3.** 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

SICK S.p.A. catalogue or all the products classified by SICK S.p.A. 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.

## **11. Performance**

- 11.1.** SICK S.p.A.’s performance, even partial, of an order or of any other service to the Customer shall not be 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 SICK S.p.A.’s authorised representative.
- 11.2.** SICK S.p.A.’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.

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

- 12.1.** 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.
- 12.2.** SICK S.p.A.’ 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.
- 12.3.** The above mentioned guarantee 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.
- 12.4.** The above mentioned guarantee is valid only towards SICK S.p.A.’s direct Customers: any complaint moved by third parties, even if they have rights towards SICK S.p.A.’s Customers, will not be accepted.
- 12.5.** SICK S.p.A. does not grant any other possible warranty, either expressed or implicit such as, by way of mere example, the warranty for good-functioning or any kind of warranty for promised qualities.
- 12.6.** In case of ascertained and promptly notified faults, defects or non-compliance with the quality standards of the products, SICK S.p.A. shall solely and exclusively be required to repair or re-credit, in its own discretion, the faulty products.
- 12.7.** In case of replacement or repair of one component, the new warranty of 12 months will cover only the replaced or fixed component.
- 12.8.** Samples, prototypes and products in development are delivered by SICK S.p.A. and accepted by the Customer, “AS IS”, without any warranty.



### **13. Product compliance and information**

- 13.1.** SICK S.p.A. gives to its Customers the information on the products 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. SICK S.p.A. does not guarantee in any possible way the accuracy or completeness of the information on the products and does not guarantee 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 SICK S.p.A.
- 13.2.** SICK S.p.A. advises its Customers 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.
- 13.3.** Under no circumstances shall SICK S.p.A. be liable for damages that occur to the Customers or any third party as a result of product information.

### **14. Force majeure**

- 14.1.** SICK S.p.A. will not be liable, for lack of performance of any single contract and/or for any possible delay in the performance of its obligations, and the Customer is not entitled to seek termination of the contract and/or damages if the non performance arises from:
- a) Reasons that cannot be ascribed to SICK S.p.A.;
  - b) Need to comply with the law, regulations, orders, acts or requests from the government, from administrative, civil or military bodies or from bodies depending from the latter;
  - c) Actions or omissions of the Customer; and/or
  - d) Force majeure causes including, but not limited to, fires, floods, adverse weather conditions, earthquakes, strikes or similar events, 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 in compliance with the delivery terms agreed upon, or other similar causes.

### **15. Limitation of Liability**

- 15.1.** Without any prejudice to Article 12 above, claims for damages are excluded to the maximum extent consented by the law. The maximum amount of compensation for economic damages, both direct and/or indirect, possibly due from SICK S.p.A., except as otherwise provided by law, cannot exceed the value of the disputed order, excluding VAT. In no event SICK S.p.A. will be required to indemnify the Customer for any damage, for any possible reason, that the Customer has been asked compensation.

## **16. Export Control**

- 16.1.** Customer undertakes to comply with the national export control regulations applicable to them and with the export control regulations of the Federal Republic of Germany, the European Union and the United States of America. All business transactions are made on the condition that each business transaction is permitted under applicable foreign trade law and the respective export control regulations. This also applies to all natural persons and companies directly or indirectly involved in the business transactions. In case a business transaction is partially or totally restricted or prohibited, SICK S.p.A. is entitled to delay the delivery until an export license has been obtained or to withdraw from the respective order. In each case, SICK S.p.A. shall not be liable for any claims for damages arising out of delayed delivery or non-delivery.
- 16.2.** Customer also undertakes not to use, offer for sale or sell for use in military goods, weapons and weapon systems any SICK goods (items, software and technology) or trade goods provided by SICK. If Customer violates any obligation in this section, SICK S.p.A. is entitled to terminate this contract for good cause without observing the statutory period of notice and to withdraw from all open orders.

## **17. Title – Set-off right**

- 17.1.** The Customer is not entitled to any lien on the products supplied by SICK S.p.A. and cannot set off any payable with any receivable from SICK S.p.A.

## **18. Confidentiality**

- 18.1.** 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 SICK S.p.A.

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

- 19.1.** Pursuant to and for the purposes of the provisions of current legislation on the protection of personal data, SICK S.p.A. guarantees that the personal data processed by SICK S.p.A. 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.

## **20. Jurisdiction and venue**

- 20.1.** These General Terms and Conditions of Sale, as well as each single sales agreement between the Customer and SICK S.p.A., are governed by the Italian law;

the Court of Monza will be the sole Court having jurisdiction and competence in relation to any possible dispute.

**20.2.** The application of the UN Convention on Contracts for the International Sale of Goods (CIGS) is excluded.

## **21. Changes**

**21.1.** Any amendment to these General Terms and Conditions of Sale will be void unless executed in writing and expressly approved by SICK S.p.A.

**21.2.** 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.

## **22. Communication**

**22.1.** 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 email or certified email (PEC), fax or priority mail) to each party's registered office, where each of them has hereby elected its address for service.

Vimodrone, \_\_\_\_\_ Customer signature \_\_\_\_\_

Pursuant to Article 1341 and 1342 of the Italian Civil Code, the Customer hereby specifically approves the following clauses: 2. Type and use of the products sold, 3. Orders, 4. Contract completion, 5. Prices, 6. Delivery and shipping, 7. Payment conditions, 8. Products return - Repairs, 9. Suspension of the deliveries and termination of the contract, 10. Cancellation and rescheduling of orders, 12. Warranty – Statute of Limitation, 13. Product compliance and information, 14. Force majeure, 15 Limitation of Liability, 16. Export Control, 17. Title- Set-off right, 20. Jurisdiction and venue.

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