

General Terms and Conditions of Sale Products and Services

1 General scope of application

- 1.1 The conditions specified below apply to all sales contracts concluded by ITRack S.r.l. by sending an order confirmation signed by the same, in the absence of different specific written agreements signed by the parties. They therefore take precedence over any different conditions communicated by the Ordering Party and contained in its documentation.
- 1.2 Any changes to these general conditions must be agreed upon and formalized with a written agreement signed by ITRack S.r.l.

2 Conclusion of the contract

- 2.1 The agreement between us and the Ordering Party is deemed to be concluded only following the order confirmation signed by ITRack S.r.l. and, unless otherwise agreed in writing, these General Terms and Conditions of Sale apply to it.

3 Object of the supply or service

- 3.1 Together with the technical documentation in effect at the time of our order confirmation, the latter describes the scope of our supply or its performance and characteristics. Other public statements, claims, and advertising statements are to be considered non-binding. We also reserve the right to deviate from the specifications indicated in our technical documentation for valid design or production reasons.

4 Property rights

- 4.1 ITRack S.r.l. owns all property rights, including the know-how associated with the products supplied or the services rendered. This applies in particular to drawings and designs.
- 4.2 If the supply is made in accordance with a drawing by the Ordering Party, the latter, by signing the order, guarantees that the drawing does not infringe in any way the property rights of third parties and undertakes to indemnify and hold ITRack S.r.l. harmless from any claims for damages from third parties for violations of proprietary rights.

5 Terms and conditions of delivery. Transfer of risk and retention of title.

- 5.1 Even partial deliveries are carried out by ITRack S.r.l. through carriers identified by the same with costs borne by the Ordering Party to whom the costs will be charged in the invoice. The risk will pass to the Ordering Party from the moment of delivery to it by the carrier. However, if transport is carried out by a carrier selected by the Ordering Party, without prejudice to the costs borne by the latter, all risks concerning the goods supplied will pass to the Ordering Party from the moment of their delivery to the carrier by ITRack S.r.l. and the latter will not be liable towards the Ordering Party for any loss, theft or damage that may occur after delivery to the carrier.
- 5.2 Partial deliveries are permitted.
- 5.3 The ITRack S.r.l. specifications regarding dimensions and weights are indicative and not binding. The Ordering Party is required to verify the apparent condition of the products upon delivery, in particular their good condition, the number of packages, the weight, etc. In the absence of reservations clearly notified by the Ordering Party at the time of delivery, the products delivered by ITRack S.r.l. will be considered compliant with the order in quantity and quality.
- 5.4 ITRack's delivery obligation may be suspended in all cases of non-fulfilment by the Ordering Party of its payment obligations.

5.5 ITRack S.r.l. retains ownership of the products sold until full payment of the price, including accessories, without prejudice to the fact that the risk passes to the Ordering Party in accordance with the provisions of the previous point 5.1.

6 **Expiry**

6.1 ITRack S.r.l. undertakes to do everything in its power to meet the agreed delivery times.
6.2 That being said, ITRack S.r.l. is not responsible for delivery delays.

7 **Prices and payment terms**

7.1 The prices indicated in the ITRack S.r.l. price lists are subject to change with one month's notice.
7.2 Unless otherwise explicitly indicated, prices are exclusive of VAT.
7.3 ITRack S.r.l. offers are valid for 30 calendar days from the date of issue.
7.4 Payment terms are those indicated in the order confirmations or sales invoices; in the absence of specific indications, payment is due upon receipt of the invoice.
7.5 From the expiration of the payment deadline, default interest will accrue until the balance is paid at the rate established by Legislative Decree 231/2002. In the event of late payment, any outstanding costs will also be charged, without prejudice to the right to compensation for further damages.
7.6 If the Ordering Party is more than 30 days late in making payments to ITRack S.r.l. (even if due under previous supplies) or if ITRack S.r.l. becomes aware of circumstances that reduce the ordering party's solvency, all credits of ITRack S.r.l. accrued in the meantime, even if not yet due, become due with immediate effect. In such cases, ITRack S.r.l. is authorized to make subsequent deliveries of products and/or services only upon advance payment or the issuance of a surety bond, or to withdraw from the contract upon simple notice.

8 **Warranty**

8.1 With regard to the goods sold, ITRack guarantees that they, seen and approved by the buyer, are compliant with what was agreed (samples or advance drawings - technical documentation as per point 3.1. of this document) and free from any manufacturing defects or other faults and that they comply with the standards required by Italian law.
8.2 The Ordering Party, without prejudice to the provisions of the previous art. 5.3, is required to check the products and/or services provided by ITRack within 8 working days of their receipt, and to inform ITRack S.r.l. within this period in writing of the presence of any defects, under penalty of forfeiture of the guarantee. Any complaints relating to defects that cannot be identified through a diligent check upon receipt (hidden defects) must be notified to ITRack S.r.l., under penalty of forfeiture, within 8 days from the date of discovery of the defect and in any case within 24 months from delivery.
8.3 In the event of confirmed defects for which ITRack S.r.l. can be held unequivocally responsible, ITRack S.r.l. undertakes to provide, at its own expense and at its sole discretion, the repair or replacement of the defective product or to refund the price paid for such product.
8.4 ITRack has the right to withdraw defective products from the market, at its own expense, availing itself, where possible, of the cooperation of the Ordering Party.
8.5 In no event shall ITRack's liability, for any reason whatsoever, extend to any indirect, incidental, or consequential damages or losses that may be suffered by the Ordering Party due to defects and/or lack of conformity of its products.

9 Cancellation of orders

9.1 If the Ordering Party decides to cancel the order before processing has actually started, it agrees to pay, as a penalty, an amount equal to 3% of the order value and in any case not less than 500 EURO.

9.2 If the Ordering Party decides to cancel the order after partial or total completion of manufacturing, it agrees to pay, as a penalty:

- a) an amount equal to 10% of the order value for standard products;
- b) an amount equal to 100% of the order value in the case of non-standard or customized products.

10 Applicable law and competent court

10.1 Sales concluded with ITRack S.r.l. are governed by Italian law.

10.2 Any and all disputes arising between the parties regarding the interpretation, conclusion and/or execution of these general conditions of sale and the sales contract or in any way connected to them, will be referred to the exclusive jurisdiction of the Court of Vicenza.