

GENERAL CONDITIONS OF SALE - March 2021

1. CONDITIONS APPLICABLE TO THE SALE

- 1.1 Any contract signed with Mobil Tech srl (hereinafter "Seller") for the supply of its products (hereinafter "Products") to a customer (hereinafter "Buyer"), shall be governed by these General Conditions of Sale, which supersede and replace all previous written or oral agreements between the Seller and Buyer.
- 1.2 These General Conditions of Sale shall prevail over any conditions submitted by the Buyer to the Seller, unless the validity of the conditions submitted by the Buyer to the Seller is expressly recognised and approved in writing by the latter.
- 1.3 In addition to these General Conditions of Sale, each contract between the Seller and Buyer is governed by the special conditions confirmed in the proforma invoice sent by the Seller and countersigned by the Buyer for acceptance thereof.
- 1.4 In the event of any conflict or discrepancy between these General Conditions of Sale and the special conditions set out in the proforma invoice, the special conditions shall prevail.
- 1.5 These General Conditions of Sale are referred to in the proforma invoice and can be downloaded from Mobil Tech's official website, and are therefore understood to be known and accepted in full by the Buyer at the time of the order.

2. ORDER ACCEPTANCE AND SELLER'S EXEMPTION FROM LIABILITY FOR INACCURATE INFORMATION

- 2.1 The order placed by the Buyer is effective towards the Seller only when the Seller has accepted it in writing by means of the proforma invoice.
- 2.2 Verbal or telephone orders or any verbal changes to orders must be confirmed in writing by the Buyer. If not, the Seller shall be exempt from any liability for errors or related misunderstandings.
- 2.3 Catalogues, price lists and other advertising material are intended solely to indicate the type of Products; neither the prices nor the other special conditions contained therein are binding on the Seller.

3. DELIVERY AND TRANSPORT

- 3.1 Unless otherwise established by the Seller in the Order Confirmation, the Products shall be delivered *FCA Desio - Free Carriage at* - (Incoterms® 2010)
- 3.2 Delivery dates are not binding. However, the Seller shall use its best efforts to ensure that the product is delivered within the proposed terms. Any delays shall not give the Buyer the right to claim a reduction in the price or compensation for direct or indirect damages, without prejudice, however, to the Buyer's right to terminate the contract if the delay exceeds thirty (30) business days, starting from the date on which the Seller has received a formal written request to comply.
- 3.3 If the failure to meet the delivery dates is due to causes of force majeure (i.e. mobilisations, war, insurrection or similar events, strikes, lockouts) or to reasons beyond the Seller's control (i.e. frost, fire, explosion, lack of raw materials or other events preventing or delaying production), the delivery dates shall be adequately extended, at least for a time corresponding to the duration of the events causing the delay.

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- 3.4 In any case, irrespective of the delivery date agreed between the parties, the Buyer shall bear the risk of transport from the place of delivery to the place of destination, therefore the Seller is not liable for any damages incurred during transport.

4. RETENTION OF TITLE

- 4.1 The parties hereby agree that the Products supplied to the Buyer shall remain the property of the Seller until they have been paid for in full.

5. PAYMENT

- 5.1 Unless otherwise agreed in writing between the parties, payment shall be duly made by the due date indicated on the invoice, it being understood that the Buyer shall not be entitled to any discount, deduction or compensation.
- 5.2 In the event of delayed, failed or partial payment, default interest shall accrue on all sums due, determined in accordance with Legislative Decree no. 192/2012, and all receivables shall become payable immediately without the need for formal notice and with operation of the acceleration clause for the Buyer.
- 5.3 Notwithstanding any other provision hereof, if the Buyer defaults on its payment obligations or if serious doubts arise regarding its solvency in the event of liquidation, cessation of business or bankruptcy proceedings of any nature (including arrangements to restructure debt or agreements with creditors), the Seller has the right to immediately suspend further deliveries until the credit has been paid in full, including interest on arrears provided for in paragraph 5.2 above, and until the Buyer has provided guarantees deemed to be adequate by the Seller to ensure the Buyer's correct fulfilment of the previous obligations originating under the contracts in force.

6. LEGAL EXPENSES

- 6.1 Any default by the Buyer shall entitle the Seller to engage a lawyer to proceed with collection of the debt. After engaging a lawyer, the Buyer shall pay to the Seller, in addition to the amounts due to cover the outstanding amount, expenses incurred for the collection, plus interest.

7. COMPLAINTS - RETURNS

- 7.1 At the time of delivery, the Buyer shall check the number of parcels and the general conditions of the shipment. In the event of anomalies, damage, missing items or tampering, the Buyer shall sign the transport document (DDT, CMR, etc.) affixing a RESERVATION statement and specifying the type of anomaly found. The Buyer shall notify the Seller of any complaint regarding the packaging, quantity, number or exterior characteristics of the Products in writing (fax or email), within 10 business days of receipt of the Products. In the event of omitted or late notification, the Buyer's right to complain about the aforesaid defects shall be considered forfeited.
- 7.2 During installation, the Buyer shall carefully inspect and control the Products.
- 7.3 Complaints concerning hidden defects, which cannot be recognised by means of a diligent inspection upon receipt of the Products, must be notified to the Seller in writing (fax or email) within 10 business days of their discovery, indicating the invoice reference, significant photos and serial number.

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Mobil Tech srl may request an on-site inspection by its technicians/sales representatives. Complaints lacking the necessary elements for identifying the supply shall not be accepted. In the event of omitted or late notification, the Buyer's right to complain about the aforesaid defects shall be considered forfeited.

- 7.4 If the Buyer makes its claims promptly, the provisions of point 4 of the "Warranty Conditions" shall apply, which can be downloaded from the website www.mobiltech.it/en-mobiltech/ or requested from service@mobiltech.it.
- 7.5 In the event of a claim, the Buyer shall not have any right to suspend or defer payment for the defective Products, or for other supplies. Moreover, the Buyer shall not have any right to terminate the contract.

8. WARRANTY AND EXEMPTION FROM LIABILITY

- 8.1 Please refer to the "Warranty Terms" which can be downloaded from the website www.mobiltech.it/en-mobiltech/ or requested from service@mobiltech.it.
- 8.2 The Seller shall not be liable for any loss or damage incurred by the Buyer as a result of (but not limited to) cancellation of orders by its customers, penalties for late delivery to its customers, as well as any other damage, penalty or reimbursement due as a result of the commercial relationship between the Buyer and its customers.

9. TERMINATION

- 9.1 The Seller shall have the right to terminate the contract with the Buyer with immediate effect pursuant to article 1456 of the Italian Civil Code, by means of a simple written notice sent by Certified email (PEC) or email if:
- a) the Buyer does not fulfil its obligation to pay for the Products on the due date in accordance with article 5 above.
 - b) the Seller is unable to make delivery on the agreed date, due to circumstances beyond its control, including but not limited to the following: government actions, lockouts, strikes, occupations of commercial spaces, fire, explosions and non-availability or availability at less favourable conditions of raw materials and means of transport.

10. COSTS

- 10.1 All taxes, duties, inspection costs and in general all present and/or future costs connected with the contract shall be borne by the Buyer.

11. APPLICABLE LAW AND JURISDICTION

- 11.1 These General Conditions of Sale shall be governed by Italian law.
- 11.2 Any dispute arising between the parties, for any reason whatsoever, in connection with the contract and/or these General Conditions of Sale, shall be exclusively settled by the Court of Monza, whose jurisdiction is expressly accepted by the Buyer.

12. PUBLICATION OF THE GENERAL CONDITIONS OF SALE

- 12.1 These General Conditions of Sale are made public on the website www.mobiltech.it/en-mobiltech/.

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12.2 Sending of the proforma invoice duly signed by the Buyer implies full and unreserved acceptance of the general Conditions of sale.

13. PROCESSING OF PERSONAL DATA

13.1 Mobil Tech srl hereby informs that the data and information provided under this contractual relationship with the Buyer (referable to said Buyer and legally collected also from third-party sources) shall be processed in compliance with EU Regulation no. 2016/679 (GDPR).

13.2 By signing the order confirmation, the Buyer declares to be aware of the information referred to in articles 13 and 14 of the GDPR and of the rights regarding the purposes pursued, the legal basis of the processing, the methods and tools used, as well as the rights and methods for exercising these rights in relation to personal data collected for the execution of the contract.

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