

## GENERAL CONDITIONS OF SALE

All quotations are offered and all purchase orders are accepted by the seller only and subject to these terms and conditions

### 1 – Application and enforceability of the general conditions of sale.

**1.1** - The following general conditions of contract (hereinafter: "Conditions"), also published on the company's website, exclusively and substantially govern the relationship between Sisteck Srl and the customer.

**1.2** - They form an integral part of all confirmations and/or acceptances of purchase orders and their ratifications (hereinafter: "Order Confirmation") sent by Sisteck Srl (hereinafter: "Seller") to any applicant or customer ( hereinafter "Buyer" or "Customer"). Sending the purchase order to Sisteck Srl, by any means used, determines the Buyer's complete and unreserved acceptance of these general conditions of sale. They prevail over any further documentation and prospectuses published by the Seller, which, in any case, are provided solely for information and purely indicative.

**1.3** - Any provisions contrary to these general conditions indicated on the customer's order forms are not affixed. Therefore, the indications formulated by the buyer will be, in the absence of express acceptance, unenforceable against the seller, regardless of the moment in which they are communicated to him.

**1.4** - The conditions contained in this document may be modified by Sisteck Srl without notice and will be valid from the date of publication on the website <https://www.sisteck.com> <https://www.foalingalarm.net>

**1.5** - All patrimonial and non-patrimonial rights on the images of the products and on the technical diagrams present on the website and/or on the product user manuals owned by Systemck Srl

### 2 – Purchase order

**2.1** - The purchase order must be sent by the customer in writing or by e-mail. Any telephone orders must be confirmed in writing by the customer within 24 hours of the call. Otherwise, the order will not be considered. The sales contract is understood to be finalized only with the acceptance of the order by Sisteck Srl, which is accomplished by sending the relative confirmation to the customer.

**2.2** - Any modifications or cancellations of the purchase order by the buyer are permitted only if sent in writing before shipment of the products and only if expressly accepted by Sisteck Srl in writing by communication sent to the Customer within 24 hours of the modification request or cancellation

### 3 – Price

All prices indicated on the seller's website and/or in other information material and/or in any case communicated to the customer are inclusive of VAT. To these must therefore be added the value added tax at the rate in force, the shipping costs and any customs duties.

### 4 – Methods of payment and delivery of the purchased goods

**4.1** - The price is indicated in the Seller's Order Confirmation. Unless otherwise agreed in writing, payment of the Consideration will take place within the terms and in the manner specified in the Order Confirmation. In any case, the parties agree that the place of payment of the Consideration means the registered office of the Seller.

The payment term is expressly considered essential and cannot be postponed by the parties. Upon expiry of this term, default interest will be automatically charged to the Buyer pursuant to Legislative Decree no. 231/2002.

**4.2** - In any case and for any type of product, the delivery terms are always intended as an indication and cannot under any circumstances legitimize requests for compensation for delays, compensation for damages, withholdings and/or cancellations of orders in progress, regardless of the causes, the seriousness and consequences of the delay.

**4.3** – Sisteck Srl will be released from the obligation to deliver in cases of force majeure such as, by way of example but not limited to, wars, riots, fires, strikes, natural disasters, impossibility of procurement.

**4.4** - The products travel at the recipient's risk.

### 5 – Buyer's charges upon delivery.

**5.1** – Upon delivery of the goods by the courier, the customer is required to check:

- that the number of packages delivered corresponds to what is indicated on the invoice;
- that the packaging is intact, not damaged or wet or, in any case, altered.

Once the courier's document has been signed, the Customer will not be able to make any objection regarding the consistency and external characteristics of what has been delivered. The customer assumes responsibility for what is declared.

**5.2** - Without prejudice to the provisions vis-à-vis the carrier, any apparent defects of the products or their non-compliance with what was ordered and/or delivered and/or indicated on the shipping note must be reported for

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written, under penalty of forfeiture, within eight days of delivery.

**5.3** - The purchaser must support the complaint with concrete elements capable of proving the actual defect or anomaly found and must allow the seller to proceed with the verification of these defects, as well as to remedy them. To this end, the customer will refrain from intervening directly or from having third parties intervene, for any reason whatsoever.

**5.4** - By way of guarantee, the only obligation imposed on the seller will consist in the free replacement or repair, by means of its own services, of the product or element recognized as defective. The products covered by the guarantee must first be submitted to the seller's after-sales service, whose consent is essential to proceed with any replacements. Shipping costs are to be paid by the buyer.

### **7 – Delayed or non-payment of the price.**

**7.1** - Failure and/or delayed payment within the established terms will determine, where applicable, an increase in default interest pursuant to Legislative Decree 231/2002 and will oblige the customer to reimburse collection costs. In case of deferred payment, the monthly interest rate established by the aforementioned Legislative Decree will be applied.

### **8 – Seller's warranty and liability**

**8.1** - The warranty for defects and good functioning is entirely governed by the provisions of the Civil Code in force in the Italian Republic, to which the parties make full reference. However, it is expressly understood that in no case can the goods be considered spoiled and/or defective and/or suitable to determine the seller's default in any capacity if they comply, as regards the standard products, with the technical specifications appearing in the catalog and/or or from the technical specifications appearing on the Sisteck Srl website and/or in the user manual as well as, as regards the products made on the basis of the customer's technical specifications, to the same specifications.

**8.2** - The good functioning of the goods is guaranteed for a period of 24 months starting from the delivery date and is limited to the C6 receiver only and with the exclusion of the C6 transmitter. However, this guarantee is excluded if the goods are used by the customer in a way and/or in conditions and/or for a purpose different from those resulting from the technical specifications appearing in the catalog and/or on the Sisteck website and/or in the manual of use of the product. The guarantee is equally excluded if the customer, even in the hypothesis in which the goods are used as a component of another product, fails to carry out the first functional check according to what

provided for in point 9 of these general terms and conditions.

**8.3** - The guarantee is also excluded where the malfunction derives from causes not attributable to the seller such as, purely by way of example:

- damages suffered during transport;
- improper and/or non-compliant use of the product for its intended purpose and/or intended use;
- use of the product in an environment incompatible with its use or in an environment where it is not foreseen that it can be used;
- use of the product without taking into account the mandatory or even recommended safety standards in the place where it is used;
- failure to observe the warning and safety indications given in the documentation attached to the product and on the Sisteck Srl website

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- use of the product in incorrect safety and protection conditions; - unauthorized modification or repair of the product and supplied software; - incorrect operation of the product due to the action of devices which generate radio frequency disturbances, electrical disturbances or, in any case, to the action of devices which operate outside the limit values permitted by law; - incorrect functioning due to the telephone operator used or in any case attributable to problems due to the lack of connection, even temporary, attributable to the same (SIM credit exhausted, operator's cell phone saturated); - malfunction due to incorrect or missing WiFi connection generated by the customer's Access Point or with a weak signal; - Non-existent or insufficient maintenance and cleaning of both the Base product (C6 EVO) and/or transmitters; - Oxidation of the transmitter magnet.

**8.4** - In the case of products made on the basis of the technical specifications provided by the customer, Sisteck Srl only guarantees their compliance with the same specifications.

**8.5** - Even if the product is included by the Buyer in a larger and more complex structure and/or is intended to become a component of another product, any claims for damages and/or indemnity claims that may come from any third party against the Buyer for defects inherent and/or consequent to the use and/or non-functioning of this final product are the sole responsibility of the Purchaser.

**8.6** - In any case, even if the final Product were sold, supplied and/or delivered by the Buyer to a consumer and/or to a different subject, the

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Buyer waives recourse against the Seller and, in any case, undertakes to hold the Seller harmless from any actions and/or claims of its own and/or third parties, in any capacity whatsoever, for damages that may derive from the use and/or lack of use and/or malfunction of the Final Product deriving from defects found on the product.

**8.7** - Without prejudice to what has been agreed upon, in the event that the Purchaser is unsuccessful in a claim for compensation and/or indemnity promoted by anyone and for any reason, the same may claim from the Seller only the return of the Amount paid and only in the event which the direct and exclusive responsibility of the Seller in the cause of defects and/or malfunctions of the Product is judicially ascertained with a final judgment.

**8.8** - In any case, the Seller's liability will be limited to the Consideration, with the express exclusion of any cost and/or expense incurred by the Buyer, as well as with the exclusion of loss of profit and any non-pecuniary damage, as well as any damage to anyone and in any way refundable.

**8.9** - The responsibility of Sisteck Srl and/or the application of the guarantee due by the same cannot be invoked after the terms indicated above and will not give rise to any request for compensation.

**8.10** - For the use of standard products, the purchaser is exclusively responsible, who declares to have examined the technical characteristics of the purchased products and to have considered them suitable for the use for which they were made.

**8.10** - In the event that a product made on the basis of the technical specifications provided by the customer infringes the rights of third parties for any reason whatsoever, the customer is obliged to reimburse all costs (procedural, indemnity, compensation for damages, legal fees and other consultancy... ) in which Sisteck Srl could incur and to hold Sisteck harmless

Srl itself from any prejudice that may derive from it.

**8.11** - The guarantee does not apply and nothing will be owed by Sisteck Srl if the products sold are subject to modifications or interventions by third parties and/or by the buyer himself, or in the event that the products are used in a different way and/or improper with respect to their characteristics and technical specifications and to the legislation that regulates their use and marketing, or in the event that the cleaning and/or maintenance operations of the product as described in the relative user manual have not been scrupulously observed.

In particular, Sisteck Srl cannot be held liable for any damages of any kind and type attributable to one or some of the causes referred to in point 8.3.

### **9 – First check of Product operation**

**9.1** - Within the mandatory and essential term of fifteen days from receipt, the Purchaser must carry out the first functioning check of the Product. In the absence of a different written communication to be sent to the registered office of the Seller, under penalty of forfeiture, in the essential terms indicated in this article, the first inspection of the Product will be deemed to have been carried out successfully. Any defect in the product found by the Buyer after the first inspection will in no way be attributable to the Seller.

### **10 – Complaints and return methods**

**10.1** - Any product returns must be the subject of a prior written agreement between the seller and the buyer by e-mail or registered mail with return receipt.

**10.2** - Products returned in the absence of such an agreement will be kept at the disposal of the buyer and will not give the right to compensation or reimbursement.

**10.3** - In any case, returns will not be accepted after thirty days of receipt of the product.

The costs and risks of the return are always borne by the Buyer. Returns must be sent, via carrier indicated by Sisteck Srl, to the company's factory.

**10.4** - The withdrawal of a product by the seller will entail the right to a refund for the benefit of the buyer valid for a period of six months starting from the date of the withdrawal. The substantial integrity of the products to be returned is an essential condition for exercising the right of withdrawal.

**10.5** - In the event of apparent defects or non-conformities of the delivered products, duly ascertained by the seller, the buyer may nevertheless obtain the free replacement or refund of the products at the seller's discretion, but will not be entitled to compensation or damages of any kind.

### **11 – Retention of title**

**11.1** - The transfer of ownership of the products is subject to the full payment of the price in the principal sum and the relative accessories, it being understood that the payment is considered to have taken place on the day of the effective collection of the sums by Sisteck Srl.

**11.2** – The above does not prevent, at the time of shipment or delivery of the goods by Sisteck Srl, the transfer of risks to the customer (in particular, risk of loss, deterioration and damage caused by the items sent).

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### 12 – Non-compliance

12.1 - In the event that the Purchaser fails to fulfill even one of the obligations set out in these general conditions and/or in the purchase confirmation, or is subject to bankruptcy or other insolvency proceedings, or requests to suspend payments, or puts its business in liquidation or the transfer thereof, or the movable and/or immovable assets and/or credits owned by it are subjected to attachment and/or seizure, even partial, or it fails to provide any guarantees requested by Sisteck Srl for the balance of the purchase price, the seller will have the right to withdraw from the contractual obligation or to withdraw for the part of the contract not yet performed, even without recourse to judicial interventions, as well as he will have the right to claim all the goods already delivered and for the which the customer has not exactly fulfilled his consideration.

### 13 – Suspension and/or termination condition

13.1 - The seller reserves the right to interrupt the negotiations for the conclusion of the contract at any time if, at his request, the customer does not demonstrate his full and certain solvency in relation to the contract to be concluded.

13.2 - The seller may, at its own discretion, request payment guarantees from the buyer to the extent it deems sufficient as well as suspend the execution of the contract until such requests are fully satisfied.

### 14 – Jurisdiction, law and language of the contract, exclusive jurisdiction

14.1 - For any dispute arising between the Seller and the Buyer for the interpretation and/or for the validity and/or for the effectiveness and/or for the execution of the obligations arising from these Conditions and/or from the purchase order and/or from the confirmation of the purchase order, the Court of Modena has exclusive jurisdiction, with the exclusion of any other competing court.

14.2 - The contract and all relationships arising from these Conditions and consequent to them as well as arising from the purchase order and/or from the confirmation of the purchase order are governed exclusively by the law in force in the Italian Republic.

14.3 - In any case, the Purchaser accepts the exclusive Italian jurisdiction and the exclusive application of the Italian law in force. The text of these Conditions and the consequent Order Confirmations written in Italian are the only ones that are authentic as the original text.

Pursuant to art. 1341 of the Civil Code, the Purchaser declares that he has read, knows and expressly accepts what is agreed in articles 5 (Duties of the buyer at the time of delivery under penalty of forfeiture), 8 (Warranty for defects and proper functioning and its limitations), 9 (Duty of testing and consequences in case of failed and/or delayed testing), 10 (Complaint, return procedure and withdrawal discipline), 11 (Retention of title) and 14 (Jurisdiction, law and language of the contract, exclusive jurisdiction).

14.5 - These General Conditions are governed by Belgian law. The Customer hereby formally renounces the application of the United Nations' Convention on international sales contracts relating to movable goods.

14.6 - The Belgian courts shall have exclusive jurisdiction for hearing possible disputes.