

## ODE General Conditions

21-11-2019 Rev. 1.0

### 1 – Subject

The present conditions represent all current and future contractual relations for ODE product suppliers.

### 2 – Contract Preparation

2.1 The supply contract is concluded with the emission of order confirmation on behalf of ODE. If ODE does not accept part or all of the order, modifications to the order required will be sent in writing to the Client within five working days from the date of receipt. After 24 hours without receiving notification of objection from the Client, the modifications introduced by ODE will be deemed to be accepted.

### 3 – Exclusions

3.1 System design, installation of supplied devices, specific tests, instructional courses, assistance getting started and all other conditions that are not agreed upon are not included with the delivery, unless otherwise stipulated in writing.

3.2 In addition, taxes, exportation fees and any other additional expenses are not included in the price, unless otherwise specified and agreed upon by all parties.

### 4 – Technical data, design and documents supplied

4.1 The information provided by ODE in catalogues, brochures, technical sheets or other illustrative documentation are only suggestive. This information is not binding unless specifically mentioned in the delivery.

4.2 ODE reserves the right to make modifications at any moment without warning in order to make technical and constructive improvements.

4.3 The Client is expressly committed to not use images, technical information and other aspects of the delivery for various reasons other than those mentioned in the contract, they remain property of ODE and the Client cannot provide them to third parties or reproduce them without written authorization.

### 5 – Transport, packaging and consignment

5.1 Transport: the transportation of goods, if not otherwise stipulated, are packaged in standard packaging, the Client bears all risks.

5.2 Package: the package is not received by return to sender, unless agreed upon in writing among parties.

5.3 Consignment: the date of consignment and postage are not legally binding; in any circumstance, ODE is not liable for lateness of consignment:

a) If the Client does not supply the details or materials necessary for the delivery before the deadline or requests variations to be made to a package or is delayed in answering requests of design approval.

b) If caused by reasons other than the good will and diligence of ODE, including lateness of subcontractors, that blocks or causes the excessively late consignment according to established terms. Not including the specifications of article 13 below, regarding products not consigned to the Client for reasons for which they are liable or otherwise, for causes outside the responsibility of ODE, the Client will accept the risks and expenses for custody.

5.4 Claims: no claims will be accepted if sent after eight days from the receipt of goods, unless otherwise agreed amongst parties.

5.5 If the Client is not up to date with payments, ODE has the right to delay all consignments until the Client has paid the sum owed.

5.6 If the ODE consignment is delayed where parties have previously agreed that ODE must pay a penalty fee for late consignment, the client cannot ask for compensation for damages caused above the penalty fee agreed upon.

ODE S.r.l. società a socio unico  
Fully paid up share capital of € 100.000,00

#### Registered Office and Work Plant

Via Borgofrancone, 18 Z. Ind. - 23823 Colico (LC) - Tel. +39.0341.930570  
Cod. Fisc./P.IVA/Registro Imprese di Lecco n° 02828190138 - R.E.A. di Lecco n° 299414 – Mecc. LC 020845  
Company reporting to Management and Coordination of Waverton International Limited

#### Commercial and Administration Offices

Via Modigliani, 45 - 20090 Segrate (MI)  
Commercial: Tel. +39.02.715429 - Fax +39.02.715144 - [www.ode.it](http://www.ode.it)  
Administration: Tel. +39.02.21872477 - Fax +39.02.21870431

## 6 - Conformity and tests

6.1 A multilingual copy of the "Certificate of Conformity" regarding catalogue information, indicating the information of Client's order and of the ODE delivery note is available if requested by the Client within the delivery contract.

6.2 Special deliveries according to Client requests are to be agreed upon by parties and be executed at the expense of the Client in the ODE headquarters.

## 7 - Prices, Discounts and Reparations

7.1 The prices indicated on the price list do not include VAT (value added tax).

7.2 Price variability: ODE reserves the right to vary prices without any warning; the price lists are not binding. The prices can also vary if the quantities ordered are reduced or requested to be delivered in a shorter time period than previously stipulated.

7.3 The offers emitted by ODE are referred to a specific consignment, they are not applicable for other deliveries of the same products if not otherwise specified in the supply contract.

7.4 All the discounts given by ODE are valid for thirty days from the date of proposal. Unless otherwise agreed by all parties, discounts are irrevocable and expire after thirty days automatically according to article 1329 of the Italian Commercial Code.

7.5 Minimum Order: Direct orders below the following net sums are not accepted

€ 300,00 for OEM clients

€ 300,00 for distributors and resellers

Price supplements will be applied to orders under this sum.

## 8 - Payment

8.1 Unless otherwise stipulated payments must be made by the Client within the indicated terms of the invoice through the chosen credit institution.

8.2 For administrative reasons no rounding off will be accepted.

8.3 If the Client's payment is late he's bound to pay the interest according to the Italian Legislative Decree N° 192/2012, without necessity of statutory notice from ODE S.r.l., with calculation deriving from the above mentioned Decree and based on the currently applied interest rate as per the mentioned Decree.

ODE has the right to request compensation for major damage caused and the termination of the contract according to the following article 13.

8.4 Any future disputes that occur between the parties do not exempt the Client from the obligation to observe the terms and conditions of payment.

## 9 - Returns

9.1 Returns are not accepted if not authorized beforehand by our personnel, as a result of a written request from the Client. The transportation costs will remain at the expense of the Client. The value of the goods returned will be reduced by a percentage to be established, never below 20%, to account for costs incurred during testing and returning products to storage.

9.2 Similarly returns for repair or substitution of products must be previously authorized by our personnel through a written notice by the Client regarding product defects; if the defects are covered by the guarantee, article 10 is applied.

## 10 - Warranty

10.1 ODE guarantees the conformity of products supplied, the products are free from defects in materials and/or workmanship and they conform to all indications in the catalogue.

10.2 The warranty lasts 12 months beginning from the date of consignment of products and for products or components substituted under warranty, from the day they are consigned to the Client.

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10.3 Within this period the client may denounce defects through relative non conformance documentation according to the terms of article 9.2, ODE is committed without obligation – within a reasonable time period in relation to the product of disputes – to repair or substitute the products or parts of the product that have proved dysfunctional free of charge; the client is obliged to send the dysfunctional products in an appropriate package, unless otherwise stipulated. If ODE substitutes the products before receiving the dysfunctional products, the Client is then obliged to return the dysfunctional products or articles to ODE unless otherwise stipulated referring to the reparation/substitution bill in the returned consignment note guaranteed by ODE. ODE reserves the right to charge the Client for costs of products substituted and/or transportation fees if necessary, following testing, for products that are not covered by the guarantee.

10.4 The substitution and reparations are undertaken by ex-works; the costs and risks of transport of dysfunctional products are the responsibility of the Client.

10.5 ODE excludes any warranty on products mounted or utilized incorrectly or non-compliantly to indications in the catalogue or in the instructions for usage and maintenance; in addition the warranty terminates if the products are stored incorrectly or exposed to insufficient maintenance or have been modified without ODE authorization.

## 11 - Compliance clause

The Customer will not sell, re-export or transfer any product or technical information or service provided under this Agreement to any other country except in full compliance with all applicable government requirements, including but not limited to the applicable sanctions and economic constraints administered by the US Treasury Department and in compliance with the applicable export control measures administered by the US Department of Commerce and the US Department of State, any other US government agency and the measures administered by the European Union or agencies governmental bodies of any other country. Without limiting the foregoing, the Customer will not sell, re-export or transfer any product or technical information or service provided by the Supplier to the disputed Ukraine Crimean region, to Iran, North Korea, Syria, Cuba and North Sudan, including entities or persons in those countries, directly or indirectly.

## 12 – Suppliers Responsibility

12.1 ODE is thereafter responsible for the correct functioning of products supplied regarding characteristics and performance as indicated by the catalogue and/or relative documentation.

12.2 ODE is not responsible in any way for defects in machine operations or systems caused by the Client or third parties to ODE products, even if these products have been mounted or connected following diagrams and illustrations produced by ODE.

12.3 The Client cannot request compensation for indirect damage, lost profits or loss of production caused by the product, nor can they receive compensation above the value of the products supplied, with the exception of any aspects covered by the Consumer Code (Legislative decree 6 September 2005, number 206), and by article 1229 of the Italian Commercial Code.

## 13 – Retention of Title

13.1 The products supplied remain the property of ODE until the Client pays the agreed sum in full. If the Client does not pay, ODE reserves the right to request the restitution of the goods by the client, in this case they lose their right of ownership.

## 14 – Resolutive clause expressed and resolutive conditions

14.1 The Supply contract will terminate in accordance with article 1456 of the Italian Commercial Code following a simplified declaration written by ODE exercising the right of the resolutive clause expressed, if the client:

a) omits or delays payments owed. Is late or does not consign the products within the terms stipulated by the previous article 5

b) does not observe the obligations of copyright as stipulated in the previous article 4

14.2 The contract will terminate if the Client is in liquidation.

## 15 – Applicable Laws

15.1 The Supply contracts, including those for overseas Clients, are regulated by the present general conditions and the Italian Law.

## 16 – Court of Jurisdiction

16.1 The Court of Jurisdiction of Milan is competent if any dispute regarding the execution, interpretation, validity, resolution and termination of supply contracts between parties filed by the Client; if the action is filed by ODE any Court according to the law is competent in addition to the Court of Jurisdiction of Milan.

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