

## GENERAL SALES TERMS AND CONDITIONS

1. **Foreword.** These general terms and conditions apply in full to any sales contract made by Firecom Automotive Srl. In case of discrepancy, the general conditions of sale prevail over any conditions of purchase of the Customer. Firecom Automotive Srl reserves the right to make the dimensions or the structure of the equipment those aesthetic-functional modifications that are suggested by technical requirements.
2. **Withdrawal or suspension of the execution of the contract.** Firecom Automotive Srl has the right to terminate the contract and / or to suspend its execution at any time, by written notice to the buyer and without any negligence on the part of the customer or as consideration for the withdrawal nor as compensation for damages.
3. **Delivery and transport of products.** The goods are to be supplied as a free warehouse of Firecom Automotive Srl. Firecom Automotive Srl is exempt from the obligation to deliver products outside its warehouse, returning the same to a freight forwarder and / or carrier for the carriage or withdrawal by the Customer. The buyer may, for dispatches at his expense, indicate the desired means (courier, etc.). Products always travel on behalf and at the risk of the Customer and Firecom Automotive Srl assumes no responsibility for any damage occur during transport. Any claim against the Carrier must be made by the Customer on his behalf .
4. **Terms and Delivery Methods.** Any delivery time, even if provided by the parties, is merely indicative and does not constitute an essential condition and / or essential term of the order. The delivery terms are therefore orientated and conditioned by both production possibilities and by force majeure events such as staff strikes, customs, post offices, carriers, freight forwarders, injured authorities' actions, natural disasters etc. Under no circumstances may Firecom Automotive Srl be liable for direct and / or indirect damages for delayed delivery. Delay in delivery does not entitle the buyer to cancel the whole or part of the contract. Deliveries may be fractionated.
5. **Complaints and Returns.** Any complaints regarding the goods supplied must be filed in writing to Firecom Automotive Srl at its offices located at Via Olmetti 46 int. C12 - 00060 Formello, or via PEC at pec@pec.firecomautomotive.it within 8 days of receipt of the products themselves. Under no circumstances will any disputes of one or more items of goods will legitimize the Customer to suspend payments. The return of the supplied goods is only permitted with the permission of Firecom Automotive Srl, in free warehouse, at the warehouse located in Via Vicinale Cervinara snc 03018 Paliano, (FR), and may only cover new products, stored in the original packaging. For refunds not caused by errors of Firecom Automotive Srl the issue of the credit note will incur a charge of 50,00 € for the customer for amounts up to 500,00 € and 100,00 € for higher amounts.
6. **Prices.** Exposed prices may be changed without prior notice if they increase the cost of the products, either originally or as a result of changes in freight rates and related or fiscal charges, or depending on exchange rates with currencies foreigners, for any other cause, and this will give Firecom Automotive Srl the right to increase the commodity price even when there is a specific contractual commitment. The prices do not include VAT and other accessories, including any other tax aggravation in general, even though it is decreed during the performance of the contract. Customer care is to ensure price validity. The buyer is required to pay the amounts indicated on the invoice without discounts and / or rounds not expressly provided in the invoice.
7. **Terms and conditions of payment.** The terms and methods of payment indicated on the invoice are to be considered as indispensable. Payments made with terms and modalities other than those on the invoice, even if accepted, will be of value for mere tolerance. In case of delay or irregularity in payments by the Customer, Firecom Automotive Srl is exempt from providing the warranty on the supplied products and reserves the right to suspend the supply of all orders in progress.

### Firecom Automotive Srl

Sede Legale: via Gaspare Spontini int.1, 22 – 00198 – Roma

C.F./P.iva 02770730600 – REA 1381865 - Cap.Sociale €10.000 i.v

Uffici Amministrativi e Sede Produttiva: via Vicinale Cervinara snc – 03018 – Paliano (FR) – Tel./Fax: (+39) 077 5579200

info@firecomautomotive.it – www.firecomautomotive.it



mounts due late will mature interest rates of 2 percentage points above the official discount rate. If there is a payment of a warrant for payment on the payment terms, Firecom Automotive Srl will have the right to suspend the execution of the contract until it is received. The possible payment of the price by way of bills, bills of exchange, bank receipts or bank checks is always accepted by Firecom Automotive Srl "pro solvendo", in the sense that the Customer is not released from the obligation to pay the price and not as a result filing of the securities by Firecom Automotive Srl. The payment by means of the aforesaid securities will in no case exempt the place where the principal obligation is fulfilled according to the provisions of art. 1182, third paragraph, cod. civ. nor the waiver at the end of payment as specified above.

8. **Contract resolution.** In the event of a high number of protests of checks and / or promissions against the Customer, it promoted execution procedures of preventive or bankruptcy, as well as of the capacity of the legal representative of the Client, of his modification of the Company, payment irregularities, Firecom Automotive Srl reserves the right to unilaterally terminate the contract by giving written notice to the Customer.
9. **Warranty.** For electronic equipment, unless otherwise specified, a complete warranty for spare parts and labor is provided for 24 months; For all other materials, the warranty is 5 years, excluding the manual battery chargers for which the warranty is 3 years. It is the responsibility of Firecom Automotive Srl to choose whether to repair or replace the products which, at its sole discretion, are defective. The warranty is void in the event of damage caused by improper use, fall, tampering, attempted repair by persons not authorized by Firecom Automotive Srl, use of the products in a way that does not conform to the intended conditions of use. The responsibility of Firecom Automotive Srl is limited to the delivery of products that are operating in accordance with the warranty and does not cover any claim for damages of any nature declared by the buyer. Disputed products may only be sent to Firecom Automotive Srl upon prior authorization. The dispatch of products sent to Firecom Automotive Srl under this warranty clause, as well as any shipping charges and any other ancillary expense, shall be the exclusive charge of the Customer.
10. **Exemption from liability.** Upon the conclusion of the contract, the Customer is required to be aware of all legal limitations and safety rules relating to the use of the ordered materials. Therefore, Firecom Automotive Srl is not responsible for any and all direct or indirect damage caused to persons or property by the use of the supplied products.
11. **Contractual variations.** The clauses contained in these General Sales Conditions may be waived only by written agreement of the parties. Any communication from the buyer to Firecom Automotive Srl must be made in writing.
12. **Subsequent supplies.** These general sales conditions apply to the supply provided for in the current contract and to all subsequent supplies without the need to recall them subsequently and until Firecom Automotive Srl submits to the Customer a new draft.
13. **Clause of jurisdiction.** For any and any controversy, the competent forum is exclusively that of Rome.

Date \_\_\_\_\_ signature and seal \_\_\_\_\_

The contractual clauses provided for in art. 2 (withdrawal and suspension); art. 4 (terms and conditions of delivery); to art.5 (complaints and rescues); art. 6 (prices); art. 7 (terms and conditions of payment); art. 8 (contract termination); art. 10 (liability exemption); art. 11 (contractual variations); art. 13 (Jurisdiction); They are expressly approved

Date \_\_\_\_\_ signature and seal \_\_\_\_\_