



1. General Provisions

The terms and conditions set below (the "General Terms and Conditions of Sale") form an integral part of the contracts concluded between the Seller and the Buyer for the supply of the Seller's products (the "Products"). The General Terms and Conditions of Sale apply to all transactions concluded between the Seller and the Buyer without the need for an express reference to them or a specific agreement to that at the conclusion of each individual transaction. Any different condition or term shall only apply if confirmed in writing by the Seller. The Seller reserves the right to modify, integrate or vary the General Terms and Conditions of Sale by attaching such variations to offers or any correspondence sent in writing to the Buyer. Such variations shall be deemed accepted by the Buyer after 30 (thirty) days from the date of receipt, unless the Buyer declares in writing to the Seller, within such period, the intention not to accept them.

2. The Order

All orders must be issued by email. Orders are considered finalized only upon the sending of the order confirmation by El.italia srl. The placing of the order by the Customer implies full acceptance of these terms of sale. Any special purchase clause present on the Customer's order that contradicts these Terms of Sale shall be considered null and void. El.italia srl reserves the right to refuse to do business with any company by notifying the non-acceptance of a request for an offer or an order directly to the Customer by phone or email within a reasonable period from receipt.

3. Offer and Conclusion of the Contract

The offer does not constitute a contract proposal pursuant to Art. 1326 of the Italian Civil Code and is therefore in no way binding for El.italia srl, but is purely indicative of its availability to supply various products at current prices at the time of sending the offer and is therefore subject to any subsequent changes. For each order, El.italia srl will issue a written confirmation within 7 (seven) days of receipt of the order.

4. Delivery, Shipping, and Risks

- a. Unless otherwise agreed, all sales by El.italia srl are understood to be for goods delivered ex-work in warehouse in Settimo Milanese.
- b. The goods travel at the risk and peril of the Customer in any case.
- c. The Customer is obliged to check the condition of the goods upon arrival in order to enable, in case of discrepancies, the exercise, within legal terms, of any action against the carrier.

5. Delivery Terms

The delivery terms indicated in the confirmation phase are indicative; therefore, El.italia srl cannot be held responsible for damages or any penalties resulting from a delayed delivery. El.italia srl reserves the right to make partial deliveries with the consequent issuance of invoices to be paid under the terms agreed in the order confirmation.

6. Return of Goods

- a. Any return of goods must be previously authorized in writing by El.italia srl, which will also indicate the means and destination of shipment.
- b. If a different carrier than the one indicated is chosen, the goods will travel at the risk and peril of the Customer.
- c. No return, even if authorized, will be accepted if the document accompanying the goods does not contain the following information:

- 1) Return authorization number communicated to the Customer by El.italia srl
- 2) Delivery note number
- 3) Quantity and type of returned goods
- 4) Reason for the return
- 5) Request for replacement or repair



- d. Under no circumstances will be accepted soldered, tampered, damaged, or recovered products from already assembled circuits, or improperly used products.
- e. Products found to comply with standard specifications and/or in the conditions of point d. will be returned to the Customer at their expense.

7. Warranty, Claims, and Disputes

El.italia srl guarantees that the goods sold are free from material and manufacturing defects for 12 (twelve) months from delivery, unless otherwise agreed in writing between the Parties. Claims made by the customer for non-conformity of the product supplied with the transmitted drawing must be made in writing and brought to the attention within 60 (sixty) days from the date of the delivery note (DDT) of the products, otherwise losing any claimed rights. If the Customer does not make due communication, it will be presumed that the products are, in all respects, compliant with the order and free from apparent defects, and it will be deemed that the Customer has accepted the products.

6.1 If a warranty certificate is attached to the product, El.italia srl will refund or replace, at its discretion, those products that it determines to be defective, within the period specified in the manufacturer's warranty certificate. Any transport costs are borne by the Customer. El.italia srl is not obliged to provide assistance to repair damages resulting from improper use of the supplied products.

6.2 If no warranty certificate is attached to the product, if the claim made by the customer in the way as described in point 5. is found to be valid, El.italia will, at its discretion, refund, repair or replace the non-conforming product. El.italia srl is not obliged to take corrective actions other than those just listed (refund, repair, replacement) in the absence of prior written agreements between the parties. In any case, the liability of El.italia for non-conformity defects to the drawing cannot exceed the price and therefore the value of the disputed supply. The supplier's right to the return of the disputed supply is reserved. If the claims are found to be unfounded, El.italia srl may charge the inspection costs incurred by the supplier to the customer.

Claims and disputes do not entitle the customer to delay or suspend payments.

8. Payment Terms

All invoices must be paid within the term indicated in the order confirmation, regardless of any anomalies that may occur during the period. El.italia srl reserves the right to issue bank receipts and/or drafts without this constituting a waiver of paragraph 3 of Art. 1182 of the Italian Civil Code. For customers placing an order for the first time, payment must be made in advance by bank transfer or cash upon collection of the goods. Any disputes relating to invoices must be received within 15 (fifteen) days from the date of receipt, otherwise they will not be considered. Any delays in payments will result in the charging of late payment interest. Discounts are not allowed unless authorized. The minimum invoicing amount is 250 euros unless expressly agreed otherwise.

9. Suspension of Delivery and Contract Termination

El.italia srl reserves the right to suspend deliveries if the Customer fails to make even a single payment by the due date, is in default with respect to other contracts, or, in general, any other obligation. After the conclusion of the contract, if the Customer's economic conditions change due to protested bills, and/or enforcement actions on the Customer's assets, and/or insolvency proceedings initiated against them, El.italia srl, in addition to the provisions of the preceding paragraph (right to suspend supplies), reserves the right to terminate the contract with immediate effect and to request immediate payment by PEC (legal email) or registered letter with return receipt.

10. Retention of Title

The sale of products is made with retention of title, which will pass to the Customer only when the balance of the price has been paid. Pursuant to Art. 1523 of the Italian Civil Code, the risks are assumed by the Customer at the time of delivery. The retention of title agreement, if deemed necessary by El.italia, will be recorded by the latter and at the Customer's expense in the appropriate register kept at the competent Court Registry, as provided for in Art. 1524, paragraph 2, of the Italian Civil Code.



11. Prices

The sale prices are calculated FOB in Settimo Milanese and do not include VAT; any other service must be previously agreed and will be specifically charged. For materials coming from non-Eurozone countries, prices are bound to an exchange rate specified in the order confirmation. Therefore, they will automatically vary at the time of invoicing, referring to the exchange rate derived from the average U.I.C. quotations, Milan market, for the 5 (five) days preceding the invoice date. Prices will remain unchanged if the above calculation results in a variation of less than the percentage specified in the order confirmation, while they will vary by the entire percentage if the variation exceeds the percentage specified in the order confirmation.

11.1 If, between the conclusion of the contract and the execution of the order, there is a decrease or increase in costs for which the seller is not responsible and which could not have been foreseen by the latter, they may be modified. In particular, in the case of price list changes by manufacturers resulting in increased procurement costs, the seller is authorized to reasonably increase prices in proportion to the average market price increase for goods to be delivered at least 45 days after the conclusion of the contract. The buyer, in the event of an increase exceeding 10% of the agreed price, has the right to withdraw from the contract.

12. Order Cancellation and Rescheduling

Special items made to customer specifications are non-cancellable. Standard items can only be canceled if they have not yet been produced or are not yet in production. In case of cancellation, El.italia srl reserves the right to apply a penalty of 15 to 25% of the value of the canceled goods. Any rescheduling must be agreed. The maximum allowable postponement in a single instance is three months from the original delivery date. A written notice with at least 60 (sixty) days' advance notice is required.

13. Force Majeure

El.italia srl will not be liable, except for gross negligence, for failure to finalize the Sales Contract if it results from: (a) causes not reasonably attributable to the sales force; (b) the need to comply with laws, regulations, orders, acts, or requests with priority rights from any governmental, civil, or military authority, or body or organization dependent on them; (c) actions or omissions of the Customer, force majeure, fires, floods, bad weather, strikes or similar events, lockouts, factory closures or modifications, embargoes, wars, civil unrest, delays or deficiencies in transportation, inability to obtain labor or materials from El.italia srl's usual sources.

14. Repairs

In the case of repairs, to be carried out following a specific agreement, during the warranty period or covered by a maintenance contract, the repaired goods are meant to be delivered ex-works in our warehouse in Settimo Milanese.

15. Jurisdiction

The competent judicial authority for any disputes arising from orders, including in matters of drafts and/or bank receipts, will be exclusively that of the Court of Milan.

16. Privacy Policy

The personal data collected in connection with the supply relationship will be recorded in electronic databases owned by El.italia srl, which will be the data controller. Personal data will be used in compliance with the principles of personal data protection established by GDPR 679/16 and subsequent amendments and exclusively for the purposes of the supply relationship. The data subject may access their data at any time and exercise the rights provided for in Articles 15-22 of GDPR 679/16.