

## GENERAL TERMS AND CONDITIONS OF SALE ISVE S.R.L.

### 1. (GTCS and governing law)

1.1 - These General Terms and Conditions of Sale ("GTCS") apply indefinitely and govern each contract - hereinafter referred to as ("Contract/s") - concluded at the time between the Buyer and the Seller for the purchase of products, as defined in Article 3 below ("Product/s").

1.2 - The GTCS replace the Seller's previous General Terms and Conditions of Sale from 01/06/2021. The full text of the GTCS is available on-line at <http://www.isve.com/it>. The Seller reserves the right to amend these General Terms and Conditions, it being understood that any amendment shall be deemed effective from the date of its publication on the above mentioned website.

1.3 All the Contracts concluded at the moment will be governed by the GTCS and by the internal regulations of the Italian law in force on the subject, with the express exclusion of the application of the Vienna Convention on contracts for the international sale of movable property, of 11 April 1980, and/or other conventions, treaties and uniform and/or conflict laws in force relating to international sales.

### 2. (Orders)

2.1 - The Contract is concluded only after acceptance by the Buyer of the purchase order ("Order") received by the Seller, by means of express confirmation -in analogue or digital format - from the Buyer ("Confirmation"). Until such time, offers and quotations made by the Seller or its agents, representatives and auxiliaries shall not be binding on the Seller.

2.2 - Any general conditions of the Buyer shall never apply, even partially, unless expressly accepted in writing by the Seller. For this purpose, any conclusive behaviour on the part of the Seller shall be irrelevant. Therefore, any conditions referred to, even in writing, by the Buyer in any documentation and/or commercial communication relating to and/or connected with an Offer sent by the Seller, or in any other phase of the contractual negotiations, shall not be binding on the Seller. In this respect, the execution, even partial, of the Order by the Seller or any other fulfilment of it with respect to the Buyer shall not be interpreted as tacit or implicit acceptance of any general condition of the contract that has not been expressly accepted in writing by the Seller. It is further understood that any document or agreement signed by Seller and Buyer for any purpose after the conclusion of the Contract shall not change or be deemed to be an exception to these GTCS and the Contract, unless expressly stated.

2.3 - The subject of the Contracts is only and exclusively that indicated in the Confirmation. Any equipment and/or activities that may be auxiliary to the sale of the Products, such as electrical lines and equipment, masonry work, hydraulic work, lifting equipment, transport, scaffolding, board and lodging for technicians, shall not be the subject of the Contracts, unless expressly agreed by the Parties.

2.4 The Contract shall be considered concluded when the Seller receives the Confirmation in return without any amendment to the Order, within the period specified therein, duly signed by the Buyer for acceptance, or when, before that, delivery of the Goods to the Buyer has been made or the Contract has been performed by the Seller's conclusive behaviour. In any case, it is understood that any verbal agreement with the Buyer concerning the sale of the Products shall not bind the Seller unless confirmed - in writing or by conclusive conduct - by the latter.

2.5 Each single Order issued by the Seller must list the technical specifications, prices, delivery times and all other specific terms and conditions of purchase.

2.6 - The GTCS are applicable together with the terms and conditions of the Order confirmed by the Seller and, therefore, the Contract thus concluded between the Parties. In case of conflict, the terms and conditions of the Order confirmed by the Seller will prevail over these GTCS.

2.7 These GTCS are understood to be known by the Buyer by virtue of the receipt of the Seller's Order, the receipt of the Seller's Confirmation and/or the execution of the Contract.

2.8 - In the event of cancellation of the Order accepted by the Buyer prior to its execution by the Seller, the latter may ask the Buyer for reimbursement of the costs and expenses incurred in executing the Contract or part of it, as well as a compensation for any further damages suffered.

2.9- Any modification or cancellation of the Orders accepted by the Buyer - before the execution of the Contract - can only take place after written agreement with the Seller.

2.10 When the Products are manufactured on the basis of the Buyer's instructions and the latter withdraws or changes his Order for reasons not attributable to the Seller, the Seller has the right to charge the Buyer the amount equal to the costs incurred for the design of the Products and for the execution of the Order.

### 3. (Products)

3.1 The object of the sale is the following Products:

- products listed in the "ISVE General Catalogue";
- customised products, as described in the technical documentation agreed with the Buyer.

With regard to the products listed in the ISVE General Catalogue, it is understood that the technical specifications, measurements and any other data resulting from the catalogues are always to be considered as indicative and never binding for the Seller; the characteristics of the Products may vary at any time when production requires it or when such modifications are imposed by laws or regulations of the country of the Buyer or the country of the producers of the parts and components of the Products.

Delivery of the Products must be carried out in accordance with the technical characteristics indicated by the Seller in the relevant technical data sheets and are designed and manufactured exclusively for the use indicated in the technical data sheets, attached and/or related to each Order.

3.2 The configuration of the Products and the technical and performance characteristics are only those defined at the moment in the Contracts subject to the GTCS. In order to improve the Products, the Seller reserves the right to change their technical and/or construction characteristics at any time and without prior notice.

3.3 The technical design and other requirements of the Products must be carried out in accordance with applicable law.

3.4 Any special requirements or performance of the Products must be expressly requested by the Buyer in writing and agreed upon in the Contract. The Buyer is responsible for the suitability of such specific requirements on the Products for their intended use and their compliance with the laws and regulations of the place where they are to be used. In this case, the Seller reserves the right to have the technical design and/or the technical draft and/or the sample approved in writing by the Buyer prior to the start of production.

### 4. (Designs, seller documentation, intellectual property)

4.1 - The prices and all technical and non-technical data, including those relating to functionality and performance, relating to the Products and included in any descriptive and commercial documentation (e.g. brochures, leaflets, price lists, catalogues, websites, sales offers, or other paper, electronic and/or computer media, etc.) of the Seller —unless specified in the accepted Order—, do not represent a commercial or contractual offer but are

#### ISVE Srl

Via San Martino, 39 – 25020 Poncarale (BS) – Italy

Tel. +39 030 2540351 Fax +39 030 2640874

P.IVA: 00942240177 – SDI SUBM70N

[www.isve.com](http://www.isve.com) – [headoffice@isve.com](mailto:headoffice@isve.com)



indicative and not binding for the Seller. Therefore, the Seller reserves the right, at any time and without prior notice, to make any changes that, at its sole discretion, it deems appropriate to improve the functionality and performance of the Products, as well as to meet their technological and production requirements.

4.2 Any design, document, industrial and intellectual property right, technical information or software relating to the manufacture, assembly or maintenance of the Products, as well as those relating to parts thereof, and any other design, document, industrial and intellectual property right, technical information or software of the Seller transferred to the Buyer before or after the conclusion of the Contract shall remain the exclusive property of the Seller. This material may not be exploited or otherwise used, directly or indirectly, for any purpose by the Buyer without the written consent of the Seller.

4.3 The Seller does not offer any guarantee that the production, use and marketing of the Products may or may not constitute a violation of the intellectual property rights of third parties (patents, trademarks, designs, technical know-how, etc.) and does not will be obliged to indemnify and/or release the Buyer from liability from disputes and/or claims made by third parties in this regard.

4.4 If the manufacture of the Products is carried out by the Seller at the specific request of the Buyer and on the basis of technical documentation, the Seller shall not be liable for the infringement of third parties' industrial property rights, which instead should be the exclusive responsibility of the Buyer, who undertakes to indemnify and release the Seller from liability from any claim made against it.

## 5 (Delivery)

5.1 - The Products are supplied EXW Poncarale, Brescia (Italy) Incoterms® 2020, unless otherwise agreed between the Parties in the relevant Contract and/or in the Orders confirmed by the Seller.

5.2 The Buyer guarantees that the Products can be freely imported into the country/place of delivery and/or destination and formally undertakes to pay nevertheless, even if at the time of importation in the country/place of destination there are prohibitions or limitations to about.

5.3 The delivery terms are in favour of the Seller and therefore the Seller may deliver the Products in accordance with the terms of the manufacturing programmes, which should be understood as allowing a reasonable margin of tolerance. If the delay in delivery is more than sixty (60) days, the Buyer shall have the right to terminate the Contract.

5.4 The Buyer always accepts the delivery of the Products, even in the case of partial deliveries.

5.5 If the Buyer does not promptly accept the delivery of the Products - for reasons not attributable to the Seller - the Buyer shall bear all costs and risks that may arise and any sum owed for any reason to the Seller shall be immediately payable to the latter.

5.6 Delivery term shall be extended for a period equal to the duration of the impediment, upon the occurrence of inconveniences for which neither the Seller nor the Buyer is responsible, such as - by way of example but not limited to - strikes of any nature, fires, floods, terrorist events, lack of motive power, lack or scarcity of raw materials, breakdowns and accidents at the Seller's production plants, delays in the issue of authorisations by the Authorities and other impediments beyond the control of the Parties that make delivery temporarily impossible or excessively expensive. In the event of delay or partial delivery of the Products, the Buyer may never refuse the delivery of the Products and shall be liable for any loss or damage to the Products.

5.7 In the event of delay in acceptance of the delivery or in the event of delay in payment by the Buyer to the Seller, the Seller may charge the Buyer for the costs of storage of the Products already produced and ready for transport and delivery, to the extent determined in accordance with the following criteria, as compensation to the Seller for the costs of storage and warehousing of the Products referred to above.

The Seller should not be liable for any loss, damage and/or deterioration of the Products, the costs of which shall be borne by the Buyer. In particular, if - having the Products ready for shipment to the Buyer - the delivery does not take place due to a fact not attributable to the Seller or due to *force majeure*, the delivery will be correctly carried out with the simple notice of "goods ready for collection" sent to the Buyer by registered letter, fax, PEC or e-mail. As of the day following receipt of the above-mentioned communication, the Buyer must pay the Seller, in addition to the agreed price, the cost of the deposit in the Seller's warehouse, or in any other warehouse designated by the Seller, for an amount of 2% of the amount indicated on the invoice, for each full week of delay, and up to a maximum of 5% of the amount indicated on the invoice in case of further delay. If the Buyer's refusal to receive the goods persists for more than 30 days from the communication of the goods ready for collection, the Contract will be considered terminated pursuant to art. 1456 of the Italian Civil Code, without prejudice to the Seller's right to compensation for damages which will be determined also taking into account: storage costs; loan costs relating to the manufacture of the Products not received; costs of disposal of such Products (especially if produced according to the Buyer's technical details); investments in equipment and machinery for the manufacture of such Products.

5.8 In addition to the remedies listed in Article 5.7 above, in respect of custom-made Products, it is agreed that if the Buyer refuses to accept delivery of the Products, even in part, the Seller shall be entitled to invoice and receive full payment for the Products made in accordance with the Orders or, alternatively, to dispose of the Products at its sole discretion.

5.9 The Buyer waives any indemnity or claim for damages against the Seller for direct and indirect damages caused by loading, transport and unloading operations, as well as by delays or partial deliveries, provided that they are not attributable to wilful misconduct or gross negligence of the Seller.

## 6. (Transfer of risk)

Regardless of the mode of transport and return specified in the particular terms of the Contract, the Products are always transported at the Buyer's risk and expense, even if delivery is agreed free of charge, or any other equivalent or similar clause, relevant only for the purpose of regulating the allocation of transport costs. Products are not insured by the Seller. Products may only be insured by the Seller at the written request of the Buyer. In any case, all insurance costs shall be borne by the latter.

## 7. (Ownership)

7.1 The Buyer acquires ownership of the Products at the time of delivery, provided that the price of the Products has been paid in full at that time.

7.2 In the case of sale by instalments, the Buyer acquires ownership of the Products delivered upon payment of the last instalment of the price, but assumes the risks from the moment of delivery.

7.3 If the Buyer fails to pay one or more instalments equal to one eighth of the price, the Seller has the right to terminate the Contract pursuant to art. 1456 of the Italian Civil Code and to regain exclusive possession of the Products.

7.4 Without prejudice to any other right on the Products, the Buyer undertakes, in any event, to take all necessary steps to establish, in the country where the delivered Products are located, a valid retention of title or similar form of guarantee against the Seller, enforceable against third parties.

7.5 The Buyer may not resell, transfer, provide as a guarantee or in any case avail itself of any right, real or personal, on the Products purchased,

## ISVE Srl

Via San Martino, 39 – 25020 Poncarale (BS) – Italy

Tel. +39 030 2540351 Fax +39 030 2640874

P.IVA: 00942240177 – SDI SUBM70N

[www.isve.com](http://www.isve.com) – [headoffice@isve.com](mailto:headoffice@isve.com)



without having first paid the full price to the Seller; the latter must be immediately informed, by registered letter, of the existence of any legal proceedings (compulsory execution, bankruptcy, etc.) initiated, as well as of any other act carried out by third parties that may prejudice the Seller's retention of title.

7.6 Goods subject to retention of title or other similar security established in accordance with this provision shall be installed at the address originally specified in the Contract, from the time of delivery until full payment of the price. During this period, goods may not be transferred to other locations.

7.7 In the event of breach of the Buyer's obligations under this Article, the Seller shall be entitled to terminate the Contract with immediate effect, pursuant to Article. 1456 of the Italian Civil Code, and shall be entitled to retain any sums already paid as a penalty, without prejudice to its right to claim further damages.

## 8. (Price and payment terms)

8.1 - Unless otherwise indicated in the Confirmation, the prices of the Products are exclusive of VAT for goods delivered EXWORKS Poncarale Incoterms® 2020. It is understood that the prices of the Products are net of taxes, duties, transport, insurance, installation, assembly and service charges, excluding packaging, which are charged separately. The method of payment will be specified in each confirmed Order.

8.2 The Seller is entitled to payment of a sum equal to 30 % of the purchase price as a deposit. Upon delivery of the goods, this sum will be considered as payment on account of the price. In the event of termination of the Contract, such deposit shall be set off against damages, without prejudice to the Seller's rights to compensation for further damages.

8.3 Unless otherwise stated, the price indicated in the Seller's Order shall remain valid for a period of 30 days from the date of issue of the Order.

8.4 The net price of the Products and any other sum payable to the Seller for any reason whatsoever shall be deemed to be due at the Seller's address.

8.5 In the event of non-compliance with payment terms and conditions by the Buyer, or in the event of financial difficulties on the part of the Buyer occurring after the conclusion of the Contract, as well as in the event of partial and/or total non-payment or failure by the Buyer to provide adequate security - if agreed -, the Seller shall be released from any obligation to start production and/or deliver the Products. The exemption should apply both in respect of the Goods covered by the non-conforming Contract and in respect of Goods other than those. In such cases, the Buyer loses the benefit of the term and, consequently, the Seller is entitled to demand immediate payment of the entire claim, without prejudice to its right to withdraw from the Contract and to retain - by way of partial advance payment of damages and without prejudice to the right to compensation for greater damages - the sums already paid by the Buyer.

8.6 The Buyer may enforce any non-compliance by the Seller or the warranty mentioned in article 9 below, only if it has made accurate payments due; any non-compliance by the Seller shall not allow the Buyer to suspend or delay payments.

8.7 Delays, even partial, in payments at the established dates shall entail the exclusion of the warranty referred to in Article 9 below until the unfulfilled payments have been regularised, as well as the automatic charging of interest, without notice, of the amount calculated according to the current rate in the Seller's country, increased by three points.

8.8 Payments must always be made in currencies that are legal tender in Italy. The Parties agree that any changes in economic and market conditions, currency fluctuations, interest rates and the like in the Buyer's country at any time, will never represent or will never be interpreted as a *force majeure* event and/or cases of excessive burdens in order to free the Buyer from his contractual obligations towards the Seller. Accordingly, the Buyer shall bear any consequences and/or losses caused by any of the above-mentioned events or circumstances until full and proper execution of any Contract between the Parties.

8.9 All payments due to the Seller will be made in cleared funds, without any deduction or compensation, free of charge and without any deduction for taxes, duties, taxes, customs duties, charges, contributions and withholdings of any kind, now or in the future imposed by any government authority, tax authority or any other authority. If the Buyer is obligated to apply any deduction, the Buyer will pay the Seller any additional amount necessary to ensure the Seller's receipt of the full price due and which it would have received had such deduction not been applied.

## 9. (Warranty)

9.1 - The warranty is limited, at the sole and unappealable discretion of the Seller, to the repair or replacement of defective parts of the Products due to design or manufacturing defects, excluding:

- materials not produced by the Seller;
- normal tearing and wear of all moving parts;
- electrical parts, as well as faults caused by overloads.

It is understood that this warranty does not deduct any liability of the Seller for direct or indirect damages caused by improper use of the machinery. Therefore, the Seller will not be liable for any loss of profit of the Buyer caused by a production stop resulting from a defect in the Product and for any damage caused by the loss of electricity or the pressure of the cooling water. The above-mentioned warranty does not cover defects in the Products due to:

- lack of maintenance;
- insufficient and/or incorrect lubrication or greasing;
- use of non-original components or spare parts;
- failure to follow the safety rules contained in the User Manual;
- modification of safety devices, electrical panel and/or electrical, hydraulic and pneumatic circuits;
- machine being used by unskilled and/or unauthorised personnel.

9.2 Furthermore, the Seller is not responsible for non-compliance with applicable laws and regulations and for any defects deriving, even indirectly, from any documentation, technical or otherwise, and from anything else provided, indicated or requested by the Buyer or a third party on behalf of the Buyer.

9.3 The Seller is also not responsible for defects in conformity of the Products and for defects caused by failure to comply with the rules set out in the user manual, if any, and in any case by improper use or mistreatment of the Products.

The Seller is not responsible for lack of conformity and defects deriving from the improper use of the Products by the Buyer or from modifications or repairs carried out by the Buyer without the prior written consent of the Seller or, in any case, for those defects due to causes arising after the transfer of risk. Neither of the two guarantees is issued if the Buyer, by his own free choice, has purchased - as Products - second-hand products from the Seller and/or from third parties.

9.4 This warranty lasts for twenty-four (12/24) months for a maximum of 1700/2400 hours of operation from the date of installation, testing and commissioning and will not be subject to any extension; it is understood that the Buyer will lose the right to the above warranty if the use of the Products does not comply with the above criteria.

## ISVE Srl

Via San Martino, 39 – 25020 Poncarale (BS) – Italy

Tel. +39 030 2540351 Fax +39 030 2640874

P.IVA: 00942240177 – SDI SUBM70N

[www.isve.com](http://www.isve.com) – [headoffice@isve.com](mailto:headoffice@isve.com)



Any repair or replacement carried out by the Seller shall never be understood as recognition of the existence and/or consistency of any defect. Repairs can be carried out only providing that the Buyer grants and allows the Seller, and the subjects designated by it, unlimited access to the place where the Products are to be repaired.

The warranty for replaced or repaired parts expires on the same day of the expiration of the warranty pursuant to art. 9.1, in accordance with the provisions of the previous paragraph.

The Buyer, under penalty of forfeiture, must report the lack of conformity or the defect of the Products to the Seller, specifying in detail the nature in writing, within the following terms:

- within 8 days of delivery of the Products in case of apparent defects;
- within 8 days from the discovery of defects occurring after delivery and in any case within twelve months from it.

The Buyer loses the warranty if the Seller requests the return of the defective piece at its own expense and the Buyer does not return this piece within fifteen days of replacement.

9.5 In order for the claim to be admitted, the Buyer must demonstrate in writing the validity of the warranty, the correct installation and maintenance of the Products, as well as provide the Seller with the appropriate documentation that proves the faults/defects. It is understood that any claim will not allow the Buyer to suspend or delay payments due to the Seller.

9.6 The Seller, after having ascertained the existence of the defect, will have to carry out repairs and/or replacements, with shipping costs and return of the part of the product, transfer, board and lodging at the Buyer's expense. Any compensation for any damage to the Buyer may not in any case exceed the value of the portion of the Product supplied by the Seller affected by the defect.

9.7 If the defective Products are to be returned to the Seller, any presumably defective part of the Product will be sent to the Seller, who will carry out the necessary checks.

9.8 The warranty referred to in this article replaces any and all warranty or liability provided by law and excludes any other liability of the Seller in any case originating from the Products supplied; in particular, the Buyer will not be able to make further claims for damages, not even for the stoppage of the Product or for production stoppage, for price reduction or even only partial termination of the Contract, for damage to reputation or for loss of goodwill. Once the warranty has expired, no claims may be made against the Seller.

9.9 All remedies provided for by current legislation in case of violation of the Seller's obligations are excluded, with the exception of the above-mentioned repair and replacement remedies. It follows that the Seller is not responsible for compensation for any real damage and/or direct, indirect and/or resulting loss of profits, whether to things or people. The Seller's liability is also excluded in relation to any warranty obligations, even implicit, deriving from laws or regulations, in favour of the Buyer, including implied warranties for lack of conformity, marketability and suitability of the goods for a particular use.

9.10 The use by the Buyer of parts of products not manufactured and / or supplied by the Seller, and / or non-original spare parts supplied directly by the Seller, in combination with the Products of the Seller constitutes the immediate revocation of the warranty.

#### **10. (Product preparation and limited liability)**

10.1 - Any work that the Buyer intends to carry out with the use of Products that deviates from the technical specifications indicated by the Seller or from the standards normally accepted by the market in relation to the type of Products, must be agreed in advance with the Seller. Otherwise, the Seller is not responsible for the performance of the Products; in the above cases, the warranty for defects and/or non-conformity of the Products is also excluded.

10.2 The Buyer must obtain, at his own expense, all the certifications and/or licenses provided, with reference to the Products, by the laws and regulations of the country and/or place of destination of the Buyer, in order to guarantee that the Products and all their parts and components are fully compliant with the standards and technical and safety requirements applicable in the places indicated above. The Buyer must indemnify and hold harmless the Seller from the costs of obtaining such certifications and licenses, as well as from any liability and any other legal consequence deriving from the lack of all or part of such certificates and licenses.

10.3 The Seller is not responsible for any missing or defective products, as well as for any damage resulting from the use of the Products by the Buyer, that are unsuitable, non-compliant or in any case not adequate with respect to the technical characteristics of the Products; in the above cases, the warranty for defects and/or non-conformity of the Products is also excluded.

10.4 The Seller assumes no responsibility for Products marketed and/or installed in countries where their use is prohibited by law or for uses for which the Products are not intended or for installations and uses that do not comply with the technical specifications of the agreed Products between the parties.

#### **11. (Non-disclosure obligations)**

11.1 The commercial conditions of sale, with particular regard to the budget, the incentive and discount conditions, as well as any other documentation or information considered by the Seller as confidential, are strictly confidential and private, therefore the Buyer undertakes not to disclose or communicate them to third parties, nor to use them for purposes other than the conclusion and execution of the Contract, even after the execution itself.

11.2 Each party undertakes to keep secret and confidential, for the period from the conclusion of the contract until the end of the fifth year from the date of its complete execution, all information that must be considered confidential, including, by way of example and not exhaustive, technical and commercial data relating to the Products and their development, data relating to quality, performance tests, prices and commercial conditions, financial information, sales and marketing plans, customer and supplier lists.

#### **12. (Jurisdiction)**

12.1 The Court of Brescia, Italy, will have exclusive jurisdiction for any dispute that may arise in relation to the Contracts.

#### **13. (Miscellaneous)**

13.1 If the GTCS and/or the Contract are drawn up in more than one language, the English version will prevail in any case.

13.2 The Contract cannot be transferred by the Buyer without the prior written consent of the Seller.

#### **ISVE Srl**

Via San Martino, 39 – 25020 Poncarale (BS) – Italy

Tel. +39 030 2540351 Fax +39 030 2640874

P.IVA: 00942240177 – SDI SUBM70N

[www.isve.com](http://www.isve.com) – [headoffice@isve.com](mailto:headoffice@isve.com)





#### 14. (Privacy)

The Seller informs the Buyer that the Seller is the Data Controller and that the Buyer's personal data will be collected and processed according to the methods and criteria established by Regulation (EU) No. 2016/679 and subsequent amendments and additions. The provision of the requested data is essential for the signing of these GTCS and their processing is lawful and necessary for the execution of any contractual relationship between the parties in relation to the supply of the Products, pursuant to art. 7.6 of Regulation (EU) No. 2016/679. It is also specified that the above-mentioned data will be processed in paper form and/or with automated and IT tools and may be disclosed to parent companies, subsidiaries and associates, entities, consortia, banks and associations operating in Italy and abroad. The Buyer may at any time exercise the rights granted pursuant to art. 15 et seq. of Regulation (EU) No. 2016/679. By signing these GTCS, the Buyer expresses his consent to the processing of his personal data.

**Seal and signature of Buyer:**

---

**Express approval:** the Buyer declares to expressly accept, pursuant to and by effect of art. 1341 of the Italian Civil Code, the following articles as indicated herein above: 1.3 (applicable law), 2.1 (formation of the Contract), 2.2 (non-applicability of the General Conditions of the Buyer), 2.4 (termination of the Contract), 2.11 (withdrawal of Orders and changes to Orders), 3.4 (special requirements of the Products), 4 (projects, seller documentation, intellectual property), 5. 2 (payment rates in the case of non-importable goods), 5.3 (indicative due dates), 5.4 (partial deliveries and exclusion of the termination of the contract), 5.5 (obligation to accept delivery), 5.6 (non-acceptance of the Products), 5. 7 (risk of loss or damage to the Products), 5.8 (charge and limitation of liability of the Seller), 5.9 (waiver of indemnity), 6 (transfer of risk), 7.2 (retention of title), 7.3 (termination and recovery of goods), 7.5 (individual rights for goods not fully paid for), 7. 7 (termination and penalties), 8.1 (price, taxes, duties, transport costs), 8.5 (exemptions), 8.6 (limitations to Buyer's exceptions), 8.7 (warranty exemption), 8.8 (modification of economic conditions), 9 (insurance), 10 (limitation of liability), 11 (non-disclosure obligation) 12 (exclusive jurisdiction);

**Seal and signature of Buyer:**

---

#### ISVE Srl

Via San Martino, 39 – 25020 Poncarale (BS) – Italy

Tel. +39 030 2540351 Fax +39 030 2640874

P.IVA: 00942240177 – SDI SUBM70N

[www.isve.com](http://www.isve.com) – [headoffice@isve.com](mailto:headoffice@isve.com)

