

## SUPPLY GENERAL TERMS

### 1. OBJECT

1.1. The following Supply General Terms govern the sales or supply contracts of Sirio Antenne Srl products. These general conditions are valid for each individual order, Offer and/or Proforma and can be downloaded from our website at the link [www.sirioantenne.it](http://www.sirioantenne.it) These general conditions are effective until revoked with the issuing of new conditions

1.2. All commercial relationships between Sirio Antenne srl and the customer are governed exclusively by these general conditions and are to be considered as an integration of the various and specific agreements reported in the supply offers.

1.3. By accepting the offer and/or the proforma invoice, the Customer automatically accepts the general supply conditions

### 2. FORMALIZATION OF THE CONTRACT

2.1. The customer must send specific written orders to Sirio Antenne srl, containing the details for the correct identification of the products, quantities and delivery terms.

2.2. All orders are subject to acceptance by Sirio Antenne srl. This confirmation will take place with the issuing of an order confirmation or proforma invoice. Only with this confirmation can the supply be considered accepted

2.3. The currency relating to the prices indicated in the offer and/or order confirmation and/or Proforma is that shown in the documents. Unless otherwise indicated, prices are net, excluding VAT. They include standard packaging costs; any special packaging, transport costs, any charges (taxes, duties, etc.), and anything not indicated in the offer or order confirmation are excluded. Prices are to be understood as relating to the goods delivered ex works unless otherwise agreed with the Customer which will be reported on the offer document and/or proforma invoice.

2.4. The customer undertakes to pay Sirio Antenne srl the agreed payment according to the terms and methods contained in the offer and/or order confirmation / Proforma

### 3. DELIVERY

3.1. The goods will be delivered to the customer in the manner and within the times foreseen in the offer and/or order confirmation / Proforma

3.2. The delivery terms will be indicated in the Offer and/or Order Confirmation/Proforma Invoice and will take place from the date of sending of the same and/or from payment of the supply in case of advance payment; they are not to be considered binding. It is therefore clear that any delays or partial deliveries will not give the right to a refund or any compensation. It is also ascertained that exceeding the delivery terms will not give the right to compensation for damages, nor to blocking, nor to the cancellation of orders in progress.

3.3. Delivery is subject to the regularity of the Customer's payments to Sirio Antenne srl

3.4. If the carrier is unable to deliver to the customer for reasons not attributable to the negligence of Sirio Antenne srl or the carrier itself, the costs of redelivery and any storage will be charged to the customer.

### 4. SHIPPING

4.1. The supply of goods is always to be considered ex works, unless otherwise indicated in the offer or order confirmation.

4.2. Sirio Antenne srl will not be liable for any delays or damages resulting from poor service by the carrier.

4.3. Upon receipt of the goods, it is the customer's responsibility to verify the integrity of the shipment, the absence of visible damage and any missing quantities. In the event of non-compliance, the customer must write the words "Goods accepted subject to inspection" on the delivery document or other electronic device of the courier, specifying, if possible, the non-compliant items found. It is a good practice to also take photos of the shipment in the presence of the driver who made the delivery. The customer must then notify the courier of what has been detected by also including Sirio Antenne srl for information.

### 5. TECHNICAL DATA AND CONSTRUCTION FEATURES

5.1. The technical data, performance and construction characteristics of the products shown in the catalogues and paper publications are indicative. Sirio Antenne srl reserves the right to make changes for the technical and performance improvement of the products as well as compliance with current regulations. All updated data is reported on our website [www.sirioantenne.it](http://www.sirioantenne.it) or they can be required via email

### 6. WARRANTY

6.1. Unless otherwise indicated in the offer and/or order confirmation, Sirio Antenne guarantees the products for a period of 1 year starting from the invoicing date.

6.2. The warranty is to be considered valid on the product installed by specialized personnel, in accordance with the user manual, as well as for the uses foreseen by the manual itself.

6.3. Problems coming from improper use of the products, damage during transport, installation not compliant with specifications, modifications or repairs made to the product and any other cause not directly attributable to Sirio Antenne Srl are absolutely to be considered excluded from the guarantee. All components and accessories subject to normal wear resulting from their specific use are excluded from the guarantee.

6.4. In any case, the guarantee can never go beyond the free replacement of any defective part, excluding any recognition for working costs or anything else necessary for the disassembly and reassembly of the product deemed defective.

6.5. Under no circumstances can Sirio Antenne srl be held responsible for any damage resulting from improper use of the product.

6.6. Sirio Antenne srl is not subject to any liability in the event of damage to things or people which can be contested on the basis of the ineffectiveness of the product supplied.

## 7. WARRANTY APPLICATION CONDITIONS

7.1. To ask for the warranty on the product, the customer must comply with the terms set out in articles 1495 and 1511 of the Civil Code. The customer must notify Sirio Antenne srl in writing in advance, taking care to describe the problem encountered, possibly documenting it with photos of the product; report the details of the purchase document as evidence of the validity of the guarantee. Sirio Antenne srl, where the reported defect exists, will issue a return authorization which must be paid by the sender at the Sirio Antenne srl headquarter.

7.2. The right to the guarantee expires if: a) the product has not been paid within the agreed terms; b) The product has been modified, repaired or tampered with by the customer; c) the instructions provided by Sirio Antenne srl in the manual for use, installation and maintenance of the product are not observed; d) for any other cause indicated in these supply conditions.

## 8. PAYMENT

8.1. Payments must be made within the terms and in the manner previously communicated and reported in the Offer, Order Confirmation and/or Proforma.

8.2. In the event of late payment, without prejudice to the Seller's right to request greater damages, the general regulations set out in Legislative Decree no. will apply. 231/02, with consequent application of the relevant legal conditions, without the need for formal notice.

8.3. In the event that the Customer does not make the payment within the agreed terms, Sirio Antenne srl will have the right to immediately suspend any running sales contract with the customer, until the balance of the amount due has been paid

8.4. Failure by the customer to collect the 'personalized' products does not result in the deferral or suspension of the payment terms.

8.5. Ownership of the products will transfer to the customer only upon full payment of the price.

8.6. Any complaints due to defects or delays in supply cannot under any circumstances constitute a reason for suspension and/or deferral of payments.

## 9. COMPLAINTS

9.1. The goods must be verified and checked by the customer upon arrival to validate their compliance with the order. In particular, the customer must verify the number and integrity of the packages and the quantitative and qualitative correspondence with what is indicated in the DDT. Any discrepancies regarding the quantity or type of goods supplied must always be reported in writing, within a maximum of 8 days from the receipt, citing all the details for immediate control.

After this deadline, the products will be considered accepted for all purposes. Any hidden defects not immediately detectable must be reported within 8 days of discovery. Any report beyond the aforementioned deadlines will not be taken into consideration.

## 10. RETURN OF GOODS

10.1. Any returns must be authorized in advance by Sirio Antenne srl, upon receipt of a return request explaining the problem encountered, attaching photos reporting the details of the purchase document. Sirio Antenne srl will issue a return authorization which must be paid by the sender at the Sirio Antenne srl headquarters. After checking the goods, Sirio Antenne srl reserves the right to define responsibility for the alleged defects.

10.2. In the case of defective material, Sirio Antenne srl reserves the right to repair or replace the product. Sirio Antenne srl will not bear any other costs attributable to any defective material.

## **11. INTELLECTUAL PROPERTY AND REPRODUCTION**

11.1. All documentation such as brochures, manuals, catalogues, photos and other information provided by Sirio Antenne srl remain its property at all times.

11.2. All drawings and photographs are the property of Sirio Antenne srl and any total or partial reproduction is expressly prohibited according to the terms of the law. Total or partial reproduction of what is reported on each element of information must therefore be authorized in advance by Sirio Antenne srl in writing

11.3. All industrial property rights relating to the results deriving from the execution of the order remain the property of SIRIO Antenne Srl without limitation in duration and without geographical limitation.

## **12. JURISDICTION AND APPLICABLE LAW**

12.1. For any dispute relating to these General Conditions of Sales and the sales regulated by them, the Court of MANTOVA will have exclusive jurisdiction.

12.2. For any dispute relating to these General Conditions of Sale and the Sales governed by them, Italian law will apply exclusively.

## **13. PRIVACY**

The complete information on Privacy and data processing is reported entirely on the website [www.sirioantenne.it](http://www.sirioantenne.it) drawn up on the basis of art. 13 of Legislative Decree 196/2003 to the directive for the protection of personal data n.229/2014 and to the articles. 13 and 14 of EU Regulation 679/2016. By accepting the order confirmation or Proforma, the Customer accepts all parts of it.

## **14. CONFIDENTIALITY**

All information and documentation that will become known to the customer, excluding those that belong to normal disclosure and common knowledge, are to be considered subject to the obligation of secrecy and confidentiality..

## **15. – NO RUSSIA AND BELARUS CLAUSES**

15.1 The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and the article 8g of Council Regulation 765/2006 and further amendements.

15.2 The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

15.3 The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

15.4 Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and SIRIO ANTENNE SRL A SOCIO UNICO shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 100% of the total value of this Agreement .

15.5 The Buyer shall immediately inform SIRIO ANTENNE SRL A SOCIO UNICO about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to SIRIO ANTENNE SRL A SOCIO UNICO information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

Pursuant to and for the purposes of art. 1341 c.c. the Customer declares to have read and approved clauses 6, 7, 8, 9, 10, 12. The Customer declares to have read and approved clause 15.