
	DKC Power Solutions S.r.l.	MOD.	GP-0802.M1
	GENERAL TERMS AND CONDITIONS OF SALE	REV.	00
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1. GENERAL PROVISIONS

- a. The following definitions are used in this document.
 - "Seller": refers to DKC Power Solutions SRL based in Rome (RM), Viale Cesare Pavese 9, Italy;
 - "Purchaser": refers to the person, firm or company from whom the purchase order is received.
- b. The terms and conditions indicated below (the "General Terms and Conditions of Sale") form an integral part of the contracts concluded between the Seller and the Purchaser, for the supply of the Seller's products (the "Products") and prevail over any general rules prepared by the Purchaser, unless accepted in writing by the Seller.
- c. The Seller reserves the right to modify, supplement or amend the General Terms and Conditions of Sale, attaching such changes to offers and order confirmations or to any correspondence forwarded in writing to the Purchaser.


2. QUOTATIONS AND ORDERS

- a. The quotations and offers will remain in force for a period of time of 30 days from the date of issue unless otherwise confirmed in writing by the Seller. The Seller reserves the right to cancel or revise quotations and offers at any time before the written confirmation of acceptance of the order is issued.
- b. Orders placed by the Purchaser shall not be deemed accepted until confirmed in writing by the Seller. In the event that the Seller does not provide written confirmation of an order negotiated verbally, the issuance of the invoice by the Seller or the execution of the order by the Seller will be considered as confirmation. The minimum net billable amount is € 150.00.
- c. Any order, proposal of order, job order or request for supply, in any form forwarded to the Seller, constitutes an irrevocable contractual proposal in favour of the Seller for sixty (60) days from the date of receipt by the Seller with freedom of the Seller to accept or not accept the order at the sole discretion of the Seller. Orders and/or changes to orders made verbally or by telephone must be confirmed in writing by the Purchaser. Otherwise the Seller assumes no responsibility with regard to any errors or possible misunderstandings. Proposals received through agents, collaborators or procurers, in general, are always understood to be received "subject to approval by the Seller".
- d. If the price list in force provides for minimum quantities of packaging, the Purchaser shall comply with them. For smaller quantities, the Seller reserves the right to charge the Purchaser a surcharge of up to 10% of the list price.
- e. Standard packaging shall be considered included in the sale price while the costs of any non- standard packaging unless expressly agreed otherwise by the Parties, shall be charged to the Purchaser by the Seller.
- f. Any request for change of the order already confirmed shall be analysed by the Seller who, at his/her sole discretion, shall inform the Purchaser of the feasibility or otherwise of the changes requested.
- g. The order confirmed by the Seller is binding on the Purchaser. The Seller has the right to accept the request for cancellation of the order, in which case the Purchaser will be charged with a fee as compensation, amounting to not less than 10% of the total amount of the order with a minimum of € 50.00.

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3. PRICES AND TERMS OF PAYMENT

- a. The Prices of the Products indicated in the Seller's catalogues, price lists and institutional website do not include VAT, which must be paid at the time of delivery or in accordance with the specific provisions indicated in the invoice. Unless otherwise specified, all prices indicated in any document or correspondence issued by the Seller are not inclusive of insurance, assistance and transport costs, nor of the accessory charges indicated in the Seller's catalogue in force at the time of conclusion of the contract. Taxes, stamps, customs charges and any other additional charges are not included in the prices. Subject to any exemption, such costs and charges shall be paid by the Purchaser and if paid by the Seller, the amount of such costs and charges shall be invoiced to the Purchaser in addition to the quoted prices. Prices are subject to corrections due to printing errors.
- b. Payment of the Net Price indicated in the invoice must be made without any reduction as indicated in the order confirmation and in the invoice itself.
- c. In addition to the other remedies permitted by applicable law or these General Terms and Conditions of Sale, the Seller reserves the right to charge interest on late payments, in accordance with current legislation.
- d. If the Purchaser does not make payment according to the terms and conditions indicated by the Seller or if the Purchaser's activity is not conducted in accordance with the ordinary course of business, by this meaning, without any limitation, the issue of seizure or protest, or when payments have been delayed or bankruptcy proceedings have been requested or promoted, the Seller has the right, at his/her sole discretion, to suspend or cancel further deliveries and to declare any claim arising from the business relationship as immediately due. Furthermore the Seller can in such cases request advance payments or a guarantee deposit.
- e. In the case of payments agreed upon on a deferred basis, if even a single instalment of the price is not paid on time, the Seller may immediately demand the full price with forfeiture of the Purchaser's term even if the conditions set out in Article 1186 of the Italian Civil Code are not met. Alternatively, the Seller may consider the contract as terminated for breach of contract, withholding all sums paid in the meantime by the Purchaser in excess of the amount due as compensation for damages.
- f. Even in the event of notification of complaints due to defects, the Purchaser shall not be entitled to commence or continue the action unless he/she has first fully paid the price within the terms and conditions of the contract. Payments may not be suspended or delayed under any circumstances: should any dispute arise, the related actions may not be started or continued unless payment of the price has been made in accordance with the established terms and conditions.
- g. The Seller reserves the right to suspend delivery of the products if, at his/her sole discretion, the Purchaser's financial conditions have become such as to make it difficult to meet the price.
- h. In any case and under any circumstances, ownership of the products shall pass to the Purchaser only upon full payment of the price even if the products have already been assembled or fixed in other products owned by the Purchaser or third parties. In case of non-payment of the sum due, it is expressly agreed that the Seller has the right to claim ownership of the products also from third parties or from the Purchaser and the right to obtain redelivery and release - also with the right to obtain injunctions for redelivery and release - and the Seller has the right to proceed with the disassembly and removal of the products.
- i. The Purchaser has no right to make any compensation, withholding or reduction unless his/her claim to this effect has been definitively and judicially accepted.


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4. DELIVERY TERMS

- a. Unless otherwise agreed with the Purchaser in writing, delivery of the Products shall be EXW (Incoterms 2020) at the Seller's premises.
- b. All time limits - including delivery, receipt, installation and finishing, etc. - even if defined as mandatory by the Purchaser, are in any case indicative and assumed by the Seller with any tolerance of use. Unless otherwise agreed in writing, any delivery terms indicated are not binding for the Seller. Unless otherwise agreed between the parties, the indicative delivery time is that specified in the order confirmation.
- c. Delivery terms are automatically extended:
 - i. if the Purchaser does not provide the data necessary for the supply in good time or requests modifications in progress or delays in responding to requests for approval of drawings and executive diagrams;
 - ii. if the Purchaser does not supply any material intended for the completion of the supply by the deadline indicated by the Seller;
 - iii. if the Purchaser is in default of payment;
 - iv. if, in the Seller's unquestionable judgement, the Purchaser's financial condition and/or the amount of his/her credit is considered such as to constitute a clear danger for the achievement of the price.
- d. The Purchaser waives any indemnity or claim for damages against the Seller for direct or indirect damages due to delays or partial execution of deliveries. In no case whatsoever shall the Purchaser have the right to refuse the goods dispatched in case of delay or partial delivery.
- e. The Seller shall not be held liable for and shall be freed from the obligation to respect the agreed delivery term where, in view of the duration and scope, any delivery which arrives late resulting from force majeure or other unforeseeable events not attributable to the Seller, including, without limitation, strikes, lockouts, public administration provisions, subsequent export or import restrictions.
- f. Products may not be returned without prior written authorisation from the Seller; any unauthorised returns will be rejected. Following the quality control of the material returned with positive results, the Purchaser will be credited with the net value invoiced, deducting a minimum percentage of 15% for administrative and management costs. In any case, returns will not be accepted for products not present in the catalogue in force at the time of the return request or for which the technical specifications have been modified.

5. INSPECTION AND ACCEPTANCE OF PRODUCTS


- a. Upon taking delivery of the Products, the Purchaser shall immediately:
 - i. verify the quantities and packaging of the Products and record any objection in the delivery note;
 - ii. check the conformity of the Products with what is indicated in the order confirmation and record any discrepancies in the delivery note;
- b. In the event of a complaint of defects, the Purchaser must comply with the following procedures and terms:
 - i. the communication must be made within no more than 8 (eight) working days from the acceptance of the Products by the Purchaser. If the complaint relates to a defect which, despite the initial inspection, has remained hidden, the complaint must be made as soon as possible by the end of the working day on which the defect was discovered and, in any case, no later than 2 (two) weeks after taking delivery of the Products;
 - ii. the complaint must be sent to the e-mail address: tqm@dkcpower.com within the terms indicated above;

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- iii. the communication must clearly specify the type, number, amount of the alleged defects and the reference to the delivery note with which the material was received. It remains the Seller's right to request additional documentation (e.g. photographic) in order to have objectivity of the damage and/or defect of the product;
 - iv. the Purchaser agrees to make the disputed Products available for inspection; this inspection will be carried out by the Seller or by an expert appointed by the Seller.
- c. No complaints with reference to the quantity, quality, type and packaging of the Products may be made except through the communication affixed to the transport document, in accordance with the procedure indicated above.
- d. Any Product for which no dispute has been raised in accordance with the procedures and terms indicated above is considered approved and accepted by the Purchaser.

6. WARRANTY TERMS

- a. The Seller guarantees that the Products are free from defects and conform to the technical specifications declared by the Seller.
- b. With the warranty obligation, the Seller undertakes to replace and/or repair the faulty and/or defective product within the limits of this contract without any further obligation to compensate direct and/or indirect and/or consequential damages deriving to the Purchaser or third parties from defects in the product (by way of example, also in terms of loss of production, damage to property or persons, etc.).
- c. The warranty applies only to products used in the environment and for applications consistent with what was foreseen in the design phase; any improper use is to be considered prohibited. The Products are guaranteed for a period of 12 (twelve) months from the date of shipment of the Products, except for extensions specified in the offer.
- d. This warranty only includes the replacement or repair of defective Products with the exclusion of any further and different obligation. The Product will be repaired by the Seller at the Seller's premises, branch or authorised dealer. Only after confirmation of authorisation to return the Product may the Purchaser proceed to send the defective Product at his/her own expense with causal "for repair" to the head office, branch or authorised dealer indicated by the Seller. The Seller shall forward the new Product or the repaired Product to the Purchaser, bearing the shipping costs.
- e. If the Purchaser, in agreement with the Seller, requests to carry out the replacement and/or repair at his/her premises, the Purchaser shall bear, unless otherwise agreed, the travel and accommodation expenses of the technical personnel provided by the Seller and shall provide all the necessary means and auxiliary personnel to carry out the intervention in the fastest and safest way.
- f. The warranty will not be valid if the inconvenience or anomaly is due to incorrect or unsuitable applications of the product, or if the product does not conform to the commissioning. Any tampering with, modification or replacement of parts of the product not authorised by the Seller may constitute a risk of injury and relieves the manufacturer from civil and criminal liability, in any case making the warranty null and void. The warranty does not cover the parts subject to wear.
- g. The repair of the product not under warranty is at the full expense of the Purchaser and will be carried out following acceptance by the latter of the estimate issued by the Seller. If the Purchaser does not accept the estimate or the product is not repairable, the Seller shall ask the Purchaser for written instructions on how to handle the product (return or scrapping).
- h. Parts replaced under warranty are and remain the property of the Seller. Replaced parts not covered by the warranty shall be the property of the Purchaser and shall remain at the Purchaser's disposal for 2 (two) weeks within which he/she may collect them or arrange for them to be forwarded to him/her at his/her own expense; after this period the Seller shall be entitled to consider them as scrap of his/her own property and thus acquire the right to dispose of them without compensation.


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7. LIMITATION OF LIABILITY

- a. The Seller shall do everything in his/her power to deliver the Products within any agreed terms, but in no case shall the Seller be liable for damages directly or indirectly caused by the delayed execution of a contract or the delayed delivery of the Products.
- b. All drawings, photographs, illustrations, descriptions, technical and performance data or any other data and information concerning the products, whether contained in documents or drawings attached to the Seller's offer or resulting from the Seller's catalogues, brochures, price lists, advertisements, are exclusively indicative. Deviations or variations from these shall not constitute reasons and grounds for non-acceptance of the goods or defect the contract or be grounds for claims against the Seller.
- c. Any drawings sent to the Purchaser for approval shall be approved by the Purchaser and returned to the Seller with notes and comments within the terms agreed upon at the time of their submission to the Purchaser.
- d. All prospectuses, drawings, technical data and any other material and technical information attached to the offer or supplied in connection with the supply shall remain the property of the Seller and may not be reproduced or communicated to third parties without the written consent of the Seller and the Purchaser shall not use them for purposes other than those deriving from this contract.
- e. The Purchaser declares to have freely chosen the goods among the wide range of products of the Seller according to his own free and unquestionable judgement. The Seller does not know and is not responsible for the practical use and actual use that the Purchaser will impose on the goods. Under no circumstances is the Seller responsible for the use of the products and the suitability of the product for the use and practical purpose for which the product is intended - whether used individually or in connection with other products or as part of and/or within complex equipment. The Purchaser is free to choose the product from the Seller's range and is in any case required to check the product's connection and functioning capacity within the complex equipment and machinery in which it is intended to operate. The Seller is exclusively responsible for the proper functioning of the products supplied in relation to the characteristics and performance expressly indicated by him/her. The Seller's liability is limited to replacement and/or repair and/or refund of the invoiced value. Without prejudice to the above obligation, the Seller shall in any case not be liable for any direct and/or indirect and/or consequential damages arising to the Purchaser or third parties from defects in the product, including loss of production, damage to property or personal injury or otherwise.
- f. The indications, measurements, drawings and photos of the Products and relative components in DKC's catalogues, brochures, websites and, in general, in all DKC's technical and informative documentation are given for information and illustration purposes only and have no binding character. Therefore, DKC, at any time and without any obligation to give prior notice, reserves the right 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 its technological and production requirements.
- g. The quality and certification marks indicated on the printed material are to be considered in force at the time the documentation is printed. The list of updated marks is available on the website www.dkcpower.com and through the Technical Assistance Service.

8. RETENTION OF OWNERSHIP

- a. The Products supplied remain the full property of the Seller until the date on which the Purchaser has paid the full price of the same and all sums due to the Seller. Until such time the Purchaser shall keep the Products as trustee of the Seller and shall keep the Products properly stored, protected and insured.

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- b. In the event that in the country in which the Purchaser has his domicile for the validity of the retention of ownership in favour of the Seller it is necessary to carry out administrative or legal formalities such as, without any limitation, the registration of the Products in public registers, or the affixing of special seals on the same, the Purchaser shall cooperate with the Seller to carry out all the necessary acts in order to obtain a valid right with reference to the retention of ownership.
- c. The Purchaser has the right to use the Products supplied to him/her or to use them in the ordinary course of his/her business. In such case, the proceeds from the sale or processing of the Products shall be transferred to the Seller up to the price payable by the Purchaser to the Seller for the supply of the Products.
- d. The Purchaser's right to make use of the Products or to use them in the ordinary course of his business shall cease in the cases indicated in paragraph 3 (d) above. In this case, the Purchaser shall make the Products available to the Seller, who shall have access to the Purchaser's premises to obtain possession of the same.
- e. In the event of actions exercised by third parties against the Seller's Products supplied and subject to the retention of ownership, the Purchaser shall inform the third parties that the same are the property of the Seller and shall immediately inform the Seller of such action. The Purchaser shall bear all costs related to each intervention.

9. MARKING

- a. Any identification plate and/or any other form of identification placed on products sold by the Seller may not be removed without the written consent of the Seller. Any alteration and/or modification of markings or technical data in any case affixed or of the plates affixed by the Seller shall constitute counterfeiting and illegal conduct that can be prosecuted at the Seller's initiative both by the Purchaser and by third parties holding the products. In such cases, the Purchaser will lose the right to recognition of the product warranty.

10. PROCESSING OF PERSONAL DATA

- a. DKC and the Purchaser undertake to process any personal data they should come to know of in the context of the described activities in conformity to the provisions of (Italian) Legislative Decree 196/2003, and pursuant to Regulation (EU) 697/2016 and (Italian) Legislative Decree 101/2018 concerning personal data protection.
- b. To this aim, the Purchaser declares to have read the relative privacy disclosure on the Internet website www.dkcpower.com.

11. JURISDICTION

- a. Any dispute arising between the parties as a result of the interpretation, validity or execution of these General Terms and Conditions of Sale and the related contracts entered into shall be referred to the exclusive jurisdiction of the Court of Milan.

12. FINAL PROVISIONS

- a. The invalidity of all or part of individual provisions of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.