

Art. 1 - Applicability

1.1 These Sale Conditions apply to all sales made by Nortech Elettronica S.r.l.

Nortech Elettronica S.r.l. expressly objects to any terms or conditions that are different from or additional to those set forth herein, whether contained in any request for quotation, purchase order, or other document issued by the buyer. Such terms and conditions shall be of no force or effect and shall not be binding upon Nortech Elettronica unless expressly agreed to in writing and signed by an authorized representative of Nortech Elettronica.

1.2 All sales made by Nortech Elettronica Srl are to be considered subject to current law governing the Subcontracting relationship (June 18th, 1998 Law, n. 192 and subsequent amendments and additions). If the relationship does not take the form of subcontracting, the provisions of these Sale Conditions will also apply.

Art.2 Purchase Order

2.1 The Purchase Order is finalized upon receipt of the Order Confirmation by the Customer, according to the times indicated in the following paragraphs of this article. Sending of the order confirmation determines the establishment of a contractual relationship between the Parties, governed solely by these General Conditions. ***For the Fast Prototyping Service, the order is finalized upon written acceptance of the submitted offer.***

2.2 Sending of the order by the Customer must indicate what is reported in the offer or in the current price list, or any other agreement provided which has been stipulated and agreed between the parties, in writing. Thus, the customer shall provide Nortech Elettronica S.r.l. with all documentation and specific requests in order to fully define what is required in the Order. Incomplete Purchase Orders will not give rise to any obligation on Nortech Elettronica.

2.3 In the case of processing where there is a supply of processing-charged material to be paid by the customer, order confirmation will be issued and sent only after assessment on availability of all material necessary for the production of what is required in the order. ***For the Fast Prototyping Service, the order is finalized upon written acceptance of the submitted offer.***

2.4 In the case of full costs bearing, and anyhow in all cases it is not expected that the material will be provided by the Customer, Nortech Elettronica will send the Customer (unless otherwise agreed), within 10 working days of receipt of the proposal, the Order Confirmation, for the purpose of summarizing what was learned to be provided in the order, the related price and its planned delivery date. This date will be calculated based on what is indicated in the offer, and in any case starting from the full availability of what was indicated in point 2.2 and point 2.3. ***For the Fast Prototyping Service, the order is finalized upon written acceptance of the submitted offer.***

Art.3 Terms of Delivery and Transfer of Ownership

3.1 Unless otherwise agreed, the products will be delivered in FCA Incoterms for all EU country and Ex Works Loaded Incoterms for the other countries.

3.2 If requested by the Customer, Nortech Elettronica can arrange for shipping via professional couriers. The customer is responsible for all risks arising from this choice, such as, by way of example and without limitation, delivery delays, loss of goods or damage to them, as well as any other disservice beyond the reasonable control of Nortech Elettronica.

3.3 Payment of the courier by Nortech Elettronica does not release the customer from what is indicated in point 4.2.

3.4 The delivery term indicated in the offer is indicative and not essential. Therefore, the Customer declares that he will take 5 working days beyond the date communicated on the order confirmation as a delivery period. In case of delay in delivery, the Customer will not be entitled to claim any damages compensation from Nortech Elettronica.

3.5 Nortech Elettronica S.r.l. will retain ownership of the supplied products, until full payment of their price (retention of title), with the collected amount remaining acquired by Nortech Elettronica by way of indemnity.

3.6 The "retention of title" and "express termination clause" clauses (art. 8) are independent, therefore the action of one does not imply waiving the other.

Art.4 Prices

4.1 Price of the requested service is indicated in the order confirmation and is valid only for the addressed supply contract. ***In the case of a Fast Prototyping service, the price of the requested service shall be as stated in the offer.***

4.2 If, during execution of the relationship, significant changes and variations are made at the request of the Customer, which in any case entail increases in costs, Nortech Elettronica will be entitled to a price adjustment. Until an agreement is reached on the aforementioned price adjustment, Nortech Elettronica S.r.l. will have the right to suspend the supply covered by the contract.

4.3 Unless otherwise agreed, the prices do not include shipping and transport costs. These costs must be borne separately by the customer.

Art.5 Payments

5.1 The payments indicated in the order confirmation are binding and cannot be unilaterally waived by the Customer. In the event of late payment, Nortech Elettronica will apply the legal interest provided for by art. 3 of Law no. 192/1998. ***Where the Fast Prototyping service is provided, payment terms shall follow those specified in the offer or, where applicable, those already established under existing commercial agreements***

5.2 Complaints concerning non-conforming material cannot in any case justify suspension of payment for the disputed supply, or of other different ones already made.

Art.6 Guarantee

6.1 Any deviation from the type and quantity indicated must be communicated to Nortech Elettronica within 8 days from the delivery date. Beyond this term, delivery will be considered accepted without reservation in relation to the type and quantity of materials delivered.

6.2 Nortech Elettronica guarantees that the products and services supplied are in compliance with the specifications provided by the customer, with them being workmanlike executed. Duration of this warranty equals terms established by law and starts from the delivery date. This warranty covers all defects and discrepancies, as long as they are reported within the terms of forfeiture established by law, since the discovery. Furthermore, Nortech Elettronica cannot under any circumstances be held responsible for defects in materials or tools supplied by the Customer for execution of the contract or deriving from the drawings, models and/or technical specifications provided by the Customer.

6.3 In the event of ascertained defects and/or discrepancies, Nortech Elettronica will choose, at its sole discretion, whether to replace or repair the products, or to refund the price indicated on the order confirmation to the customer ***or into the offer in case of Fast Prototyping service.***

6.4 If the Customer wishes to assert the warranty covered by this article, he must send a formal complaint to Nortech Elettronica, in accordance with the law, including a clear and exhaustive description of defects and/or discrepancies found, indication of their related discovery date, suitable supporting documentation and indication of required repairs. Nortech Elettronica will not accept disputes on products which are subject to objective interventions of any nature by the customer, due to the malfunctioning of parts which are not detectable by scheduled tests, or have deteriorated due to bad or inappropriate management of the product/service provided.

6.5 In the event of defects and/or discrepancies detected by the Customer, the latter must refrain from carrying out any type of remedial intervention on delivered products, both directly and by making use of third parties, unless expressly authorized in written by Nortech Elettronica. Otherwise, the defects and discrepancies warranty will not work, and Nortech Elettronica will not be required to pay any amount to the Customer.

6.6 Nortech Elettronica cannot be held responsible and/or contribute to damage to things and persons resulting from the use of non-compliant products, for events not attributable to the firm.

Art.7 Causes of force majeure.

7.1 Nortech Elettronica cannot be held responsible for any delay in fulfilling agreed commitments, if such delay is caused by circumstances beyond its reasonable control, and will have the right to benefit from a temporal extension for the fulfillment; examples of force majeure events include strikes, terrorist actions, war, supply/transportation/manufacturing problems, exchange rate fluctuations, government or regulatory actions, natural disasters.

Art.8 Express termination clause

8.1 Nortech Electronics will have the right to resolve this contract, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, at any time by written communication to the Customer, in the following cases:

- failure to pay an invoice issued in compliance with art. 5 of the contract;
- failure to establish the guarantee provided for by art. 9 of the contract.

Art.9 Change in the client's property conditions.

9.1 Nortech Elettronica will have the right to suspend fulfilment of obligations deriving from supplying the Services, based on art. 1461 of the Italian Civil Code, in the event that the client's capital conditions become such as to seriously endanger achievement of benefits, unless an appropriate guarantee is given at the choice of Nortech Elettronica, within 5 days of the relevant request. Otherwise, Nortech Elettronica will have rights to terminate the contract, pursuant to and for the purposes of art. 1456 c.c.

Art.10 Personal data protection

The Parties resolve to observe, each for its aspects of competence, all current provisions on personal data with reference to EU Regulation 2016/679 and subsequent amendments and additions.

All personal data collected by the Parties, in their respective capacity as Data Controller, will be processed only for purposes strictly connected to the execution of this contract. The complete information of Nortech Elettronica S.r.l., which are declared as having been read and understood with the signing of these General Sale Conditions, can be viewed at any time by accessing the www.nortechelettronica.it website.

Art.11 Applicable law

This contract is governed by Italian law.

Art. 12 Jurisdiction

All disputes arising from this contract will be the exclusive jurisdiction of the Court of Bologna.