

## GENERAL CONDITIONS OF SALE

### Definitions

In interpreting these General Terms and Conditions of Sale, the following terms shall have the meaning specified below:

**Buyer:** the purchaser of the Product;

**Contract of Sale:** any contract or deed, also subsequent or subsequent amendment and/or integration thereof;

**User Manual:** the instruction, assembly, use and maintenance manual that the Seller may attach to the Product;

**Order:** the form with which the Buyer declares to the Seller that he wants to purchase the Product;

**Parties:** the Seller and the Buyer considered jointly;

**Product:** the object of the sale between Buyer and Seller;

**Seller:** Xlogic S.r.l

### Scope of Application

These General Terms and Conditions of Sale shall apply to all Contracts or orders in which the Seller is listed as the supplier, without any relevance being given to any general terms and conditions of sale or contract of the Buyer even if no specific objection has been made to them.

Any amendment or addition to these General Terms and Conditions of Sale shall only be valid and effective between the Parties if made in writing and signed by the Customer.

### Warranty

The Seller warrants the Products for 12 (twelve) months from the date of delivery of the Product for any defects and faults in the Products, and assumes any and all liability and burden connected with or arising from the supply of defective Products or Products that do not comply with the technical standards in force. This warranty extends exclusively to the repair and/or replacement, free of charge, of components found to be defective at source, or within the term of eight days from their discovery and in any case promptly communicated, and is not extended to any operating anomalies that are the result of modifications, assembly and/or incorrect procedures carried out subsequently by the Customer and not authorised by the Seller, nor is it due if the Customer uses the Product in a manner that differs from that specifically indicated in the Instructions for Use.

The Seller is in any case not obliged to provide warranty service in the event that the damage, malfunction or non-functioning is due to, but not limited to, the following

- (a) accidental causes,
- (b) calamity,
- (c) war or terrorist attack,
- (d) damage caused by transportation
- (e) negligence, (f) improper installation,
- (g) damage resulting from tampering,
- (h) previous repair work by unqualified persons or persons not authorized by the Seller, (i) conversion,
- (l) connection to unsuitable equipment,
- (m) use of inks/liquids or cleaning solutions not approved by the Seller, or expired,
- (n) unforeseeable circumstances. In such cases, damage shall only be repaired by the Seller upon written acceptance of the relevant estimate by the Customer.

The use of components, accessories, consumables not manufactured by the Seller shall automatically invalidate the warranty claim in respect of the hydraulic circuit and the printheads.

Printheads are only covered by warranty in case of electrical problems, the warranty does not cover damage caused by misuse, scratches, shocks, or failure to comply with the conditions of use and maintenance procedures set out in the manual.

### Claim

The Customer forfeits the right to the guarantee if he does not report the defects to the Seller, with the complaint form (RMA) by registered letter with return receipt or e-mail to [assistenza@xlogic.it](mailto:assistenza@xlogic.it) within a period of 8 (eight) days from the date of discovery of the defect.

The Customer is obliged, from the moment of discovery of the defects, to immediately stop using the Product, which is presumed to be defective, as well as to implement whatever is necessary to reduce the risks of deterioration of the Product itself. Claims concerning the quality of the Product shall not be taken into consideration by the Seller if they are based on the existence of characteristics that are not guaranteed by the specifications set out in the Instructions for Use, or not related to the normal use of the Product. Once the complaint has been received, the Seller shall instruct its technical staff to initiate an investigation in order to obtain the information necessary to assess the merits of the complaint. The reporting of any defects in the products supplied by the Seller does not exempt the Customer from making the relevant payments on the agreed due dates: any delay in payment shall entail the immediate forfeiture of the warranty.

### **Liability**

The Seller shall be liable for any damage suffered by the Customer, whenever a defect in the construction or design of the Product is ascertained and excluding any hypothesis of abnormal use of the same by the Customer.

The Seller is not liable for damage and/or anomalies connected with the use of the Products if the Customer, in using the same, has not complied with the prescriptions contained in the Instructions for Use and any technical documentation delivered, as well as the instructions provided by the Seller. The Customer is obliged to check and guarantee the compatibility of the Product with all the products, accessories and peripherals in its possession, which will be used in connection with the Product itself: should any damage occur to the Customer, attributable to such conditions, the Seller shall not be held liable.

### **Force majeure**

The Seller shall not be held liable for any delay in delivery or for its own non-performance caused directly or indirectly by

force majeure events (for the purposes of this clause and without this list being exhaustive, a force majeure event includes legal prohibitions, wars, riots, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics).

The Seller shall notify the termination of the force majeure in writing without delay.

### **Instructions for Use**

The Products shall be accompanied by the Instructions for Use and any other technical documentation that is deemed useful to bring to the Customer's knowledge. In the absence of such instructions, the Customer shall in any case be obliged to use the system exclusively for the use for which it is intended according to the indications obtained from the Supplier or according to the normal diligence and caution of a good father, under penalty of forfeiture of the guarantee referred to in Article 3 of these General Conditions.

### **Obligations of the Customer**

The Customer shall be in possession of the facilities and means necessary for the proper use of the Product, be familiar with its characteristics and have full technical and technological knowledge and capacity for its proper use.

The Customer is obliged to verify and guarantee the compatibility of all products, accessories, peripherals in its possession that will be used in connection with the Product itself, assuming all liability for this.

The Customer guarantees compliance with the prescriptions contained in the Instructions for Use, in the manual and/or in the technical/commercial documentation supplied, as well as with the instructions on the use of the Products supplied by the Seller, even in the case of external/third party personnel authorised by Xlogic.

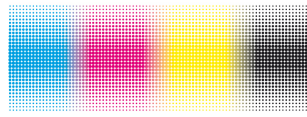
The Customer is responsible for not informing the Seller of product liability, homologation and safety regulations and any other technical regulations in force in the country where the Product is to be used.

### **Intellectual Property**

All information, technical standards, specifications and procedures provided by the Seller are the exclusive property of the latter. No trademark or patent exploitation licence, nor any other industrial or intellectual property rights, relating to the technical specifications and *know-how* provided, is granted to the Customer by the conclusion of this contract.

The Customer shall promptly return to the Seller, upon termination of the relationship or at the end of the performance of the service, all information, documents, specifications owned by the Seller.

The Seller, to the extent of its own competence and responsibility, warrants to the Customer that the use, exploitation for any reason, and resale of what has been acquired within the purchase relationship does not entail the infringement of industrial and intellectual property rights of third parties; in the event of disputes or



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controversies, the Seller shall indemnify and hold the Customer harmless from any liability or consequences connected therewith.

### **Confidentiality and confidential information**

The Parties mutually undertake to keep confidential any information and documents of a confidential nature that come to their knowledge within the scope and execution of the supply relationship. This obligation shall be extended to the representatives, consultants, auxiliaries, principals and third parties that the Parties use for the execution of the Products.

This commitment shall be valid during the contractual relationship, and for 2 (two) years after the conclusion of the relationship, for any reason whatsoever.

### **Protection of Privacy**

Pursuant to Legislative Decree 196/2003 and subsequent amendments, the Seller hereby informs that: a) the Customer's data are processed and/or communicated to third parties (e.g. banks, external consultants, etc.) in compliance with the aforementioned regulations, for the execution of contracts; b) the Seller, located in Via Dei Lavoratori 128, 20092 - Cinisello Balsamo (MI) - Italy, is the Data Controller; c) the Customer has the right to exercise the rights under Art. 7 of the same decree.

### **Applicable law/Jurisdiction**

These General Conditions and the related Contracts/Orders are governed by Italian law, and for any dispute relating to the application and interpretation of this document the Parties acknowledge the jurisdiction of the Court of Milan.

## GENERAL WARRANTY CONDITIONS

### 1. Scope and Duration of the Guarantee

These Warranty Conditions form an integral part of Xlogic Srl's General Terms and Conditions of Sale. They apply to Xlogic Srl's Products.

Xlogic Srl warrants for a period of 12 (twelve) months from the date of delivery that its Products are free from defects in design and manufacture, as well as the material used in normal use according to the instruction manual, unless otherwise indicated on the Products or in the offer.

### 2. Terms

During the warranty period Xlogic Srl will repair or replace the part in its own premises in Cinisello Balsamo (Italy) or at the distributors with 'maintenance' qualification operating in the Customer's territory. Packaging and transport costs shall in any case be borne by the Customer. Repair or replacement shall not entail any extension of this guarantee.

### 3. Responsibility

Xlogic Srl is in any case not obliged to provide warranty service in the event that the damage, malfunction or non-functioning is due, by way of example but not limited to, to

- (a) accidental causes,
- (b) calamity,
- (c) war or terrorist attack,
- (d) damage caused by transportation,
- (e) negligence,
- (f) improper installation,
- (g) damage resulting from tampering,
- (h) previous repair work carried out by unqualified personnel or personnel not authorised by Xlogic Srl, (i) conversion,
- (l) connection to unsuitable equipment,
- (m) use of inks or cleaning solutions not approved by Xlogic Srl, or expired,
- (n) fortuitous events. In such cases damages shall be repaired by Xlogic Srl only after written acceptance of the relevant estimate by the Customer.

Xlogic Srl undertakes to carry out the repair or replacement of the part in the shortest possible time without prejudice to Xlogic Srl's exclusive right to plan the repair according to its own operational priorities. Xlogic Srl shall not be liable for any damage resulting from machine/production downtime.

The use of inks/liquids or accessories by the Customer that are not approved in writing by Xlogic Srl automatically excludes the product from the warranty. This warranty is exclusively limited to free repair and/or replacement of components found to be defective at source.

In any case, no warranty work will be carried out if any manufacturing and assembly defects and/or unauthorized modifications made by the Customer are recognized by Xlogic Srl.

The use of components, accessories, consumable materials not manufactured by Xlogic Srl shall automatically invalidate the warranty right on the hydraulic circuit and heads. Components, accessories, consumables not manufactured by Xlogic Srl shall be covered by the same warranty that Xlogic Srl shall be able to enforce against its supplier.

Printheads are covered by warranty only in case of electrical problems, the warranty does not cover damage caused by improper use, scratches, shocks, or failure to comply with the conditions of use and maintenance procedures indicated in the manual.

### 4. Instructions for use

Xlogic Srl does not guarantee that the products supplied by it are suitable for use other than those indicated in the appropriate 'instructions for use or operating manual' and is not liable for any damage that may result from improper use or failure to use them.

### 5. Final Provisions

What is expressly stipulated herein represents the only valid warranty; no one is authorized to alter its contents and terms either verbally or in writing. Any further warranties imposed by law are limited to what is explicitly stipulated herein.