



General Conditions of Sale and Product Warranty

The undersigned company (the customer/buyer) orders and/or purchases ECAT-branded products from ECAT s.r.l. or authorised dealers, and is thus obliged to observe the following clauses and conditions.

The object of these general conditions (hereinafter referred to as the "conditions") is the sale by the company ECAT s.r.l. – with registered office in Mondovì, via Bologna, 5, Italian Tax Code 00206980047, (hereinafter referred to as "ECAT") – of the products marketed by ECAT (hereinafter referred to as the "products") to its customers (hereinafter the "customer(s)"). The conditions are deemed to be an integral part of the purchase order confirmation form for the products, as signed by the customer (hereinafter referred to as the "order"). The conditions of sale that apply to an order concerning the products are those in force when the order is placed. ECAT reserves the right to change the conditions at any time and without prior notice. Buyers may review the conditions each time they wish to place an order (the conditions are available at www.ecat.it). Any request for modifications to the conditions by the customer shall only be valid and effective when confirmed in writing by ECAT.

Acceptance of the order implies acceptance of these conditions.

Art. 1 - Object

- The object of the contract is the sale of ECAT products, and this will be considered to be concluded upon receipt (by mail and/or email) of the acceptance of the order. Alternatively, in the absence of such a communication, the contract will be considered to be concluded when the product covered by the contract is delivered to the buyer.
- As a result of technical developments/evolutions, the characteristics of the products may be subject to change without prior notice, and with no obligation by ECAT to communicate such changes.

Art. 2 - Terms and conditions of delivery

- The order in question may be processed by ECAT within a maximum period of 90 days from receipt thereof (with the exception of products made to specification). This shall not apply in the case of delays due to force majeure; where delays in delivery occur, the sale shall be deemed to be not concluded and/or resolved; this does not oblige ECAT to pay any form of compensation or damages, and the customer expressly waives any claim to such indemnity.
- In any case, as of now, the customer accepts and acknowledges that ECAT shall have the right not to account for the delivery of the product to be supplied if, at the time envisaged for delivery, the customer has not punctually honoured all commitments. This also applies to previous orders or sales from ECAT, where the latter is still owed any amounts and/or payments that are due, for whatever reason.
- The customer acknowledges that they are aware of the fact that ECAT is the

proprietor of all intellectual property rights pertaining to the products sold in accordance with these conditions. Unless otherwise agreed in writing with the customer, the sale of the products does not grant the customer any right of use and/or licence with respect to the intellectual property rights pertaining to the products.

- The goods are transported at the customer's own risk, in that ECAT will have fulfilled all of its obligations by delivering the goods to the carrier or forwarding agent, even where chosen by the latter, with the exception of the express request for the shipment to be covered by insurance, at the expense of the customer.

Art. 3 – Price

The prices of the products, the service offered, taxes, transport costs, insurance and installation shall be those indicated on the invoice.

Art. 4 - Payment and payment methods

The customer undertakes to make any payments due in accordance with the terms and conditions specified in the purchase order.

In the absence of such terms and conditions, payment must be made at the same time as delivery.

- Unless otherwise agreed in writing, payments must always be made at ECAT's head office; as such, in the event of any loss or theft of credit instruments sent to the customer, the payment obligation shall in any case apply.
- Any payment made directly to dealers, representatives and partners will only release the customer from the above-mentioned payment obligations upon receipt of the sum of money and/or credit instruments by ECAT, and with the subsequent successful clearing of the foregoing.
- Delays in payment, including for previous deliveries, will entitle ECAT to suspend or cancel any further shipments.

Art. 5 - Complaints and changes to orders

- Any complaints regarding the goods delivered must be made within 8 days of receipt thereof. Complaints must be submitted via the RMA form, which is available at the following address: <https://www.ecat.it/area-riservata>. After this period, goods shall be considered accepted and free from defects, and thus suitable for use.
- In the event of a defective product, ECAT can, at its discretion, choose to carry out the repair by replacing the defective components, or alternatively, by replacing the entire product. In any case, the customer must receive express advance authorisation in writing from ECAT, via certified email, to return the defective product; in the absence of such authorisation, the return shall not be accepted.
- ECAT's intervention and response times may vary in accordance with the physical location of the product. The customer/ buyer must authorise ECAT to examine the product at its premises. The cost of the intervention and of any parts and/or products to be replaced, where not covered by warranty, must be paid by

the buyer.

- No repair operations will be carried out outside local working hours, at weekends or during national public holidays.
- In any case, any changes to the product configuration, as well as any reallocation, preventive maintenance, use as consumer goods, transfer of data or software or other work not deemed necessary by ECAT are excluded from this agreement.

Art. 6 - Place of payment

The place of payment of any sum owed by the customer is the registered office of ECAT.

Art. 7 - Termination and delayed payment

- Pursuant to Article 1456 of the Italian Civil Code, ECAT may terminate the contract by providing written notice to the other party; this may occur in cases where the buyer fails to provide payment within the established terms, or becomes insolvent, is the subject of insolvency proceedings, or goes into liquidation, or transfers or signs over any of its obligations under this contract to third parties, without written authorisation from ECAT.
- For all sums not paid by the due date indicated in this order, the customer undertakes to pay ECAT – without prejudice to any additional damages – any default interest determined at the Euribor rate plus seven percentage points (as provided for by Art. 5 of Italian Legislative Decree no. 231/2002) on request of the latter, and with no need for ECAT to provide any formal notice of this.

Art. 8 - Legislation and territorial court of jurisdiction

- The parties agree that the rules and principles of Italian law will be applied to any dispute and/or interpretation of this contract.
- The parties also agree that in case of dispute – both with regard to the provisions that apply to this order and to ECAT sales relations in general – the Court of Cuneo will be the exclusive court of jurisdiction for all issues regarding the interpretation, execution or termination of the sales relationship; this shall apply notwithstanding the ordinary territorial jurisdiction and with the express exclusion of any other court provided for as either a general or discretionary alternative, pursuant to Art. 20 of the Italian Code of Civil Procedure. Payment made by means of bonds (which in any case shall not serve as novation of the original credit) - including following subsequent agreements - shall not result in any exception with regard to the exclusive court of jurisdiction referred to above, even in cases where the bonds issued indicate a different location.

Art. 9 - Obligation to cooperate

The buyer undertakes to communicate all relevant information which could prove useful with regard to the correct functioning of the product, ensuring its cooperation and providing authorisation to ECAT to access the product in order to enable the latter to fulfil its contractual obligations.

Art. 10 - Transfer of the contract

- ECAT may enter into sub-contracts, transfer or sign over the existing contract and/or the obligations/rights derived from this - either in whole or in part - to third parties, without the requirement to communicate this to and/or seek authorisation from by the customer/buyer.
- The customer/ buyer is prohibited from transferring or signing over any of its obligations under this contract to third parties without written consent from ECAT.

Art. 11 - Product warranty

ECAT provides a warranty for products marked with the ECAT brand for a period of 12 months from the date upon which the product in question leaves the ECAT warehouse; the warranty on spare parts is 90 days from the date of purchase. Exclusively for bells (items marked with the codes BLL05XXXXXX or BLL15XXXXXX), the warranty period is 60 months. The validity of the warranty is linked to the serial number indicated on the product itself and relies upon the authenticity of the label that indicates this; in the event that the label bearing the serial number is removed or damaged, the customer will not be able to assert their right to warranty cover for the product in question.

The following products are not covered by warranty:

1. products installed by unauthorised personnel or dealers;
2. all parts damaged and/or rendered faulty due to incorrect use of the goods by the buyer, poor or incorrect installation or maintenance, neglect or incapacity of use, tampering by unauthorised personnel and, in any case, due to any causes that are not dependent on manufacturing faults and which are not attributable to ECAT;
3. faults of the product or its components due to: lightning strikes, short circuit fires, acts of vandalism, unforeseeable circumstances, local system malfunctions;
4. the loss and/or deletion - even where partial - of all data recorded and/or contained in the product;
5. any incompatibilities between ECAT operating software and the customer's systems.

In the event of a defect that occurs during the warranty period, ECAT undertakes to replace or repair those parts that are found to be defective free of charge.

- The operation(s) necessary in order to restore the product to full working order will be carried out within a reasonable time-frame, in accordance with ECAT's organisational requirements.
- ECAT carries out all such operations and repairs using new or equivalent components, in accordance with industry standards and practice.
- Once the above terms have elapsed, the warranty will no longer apply, and any assistance provided will entail charges for any parts replaced, for labour and for the transport of materials and personnel, in accordance with the rates shown on the price lists in the possession of ECAT's technical staff.
- The warranty shall remain valid on condition that:
 1. the equipment in question has been purchased from ECAT or from an authorised dealer;

2. the purchase of the product in question by the customer from the company and/or the authorised dealer can be proved, by means of appropriate fiscal documentation.

The validity of the warranty will automatically expire at the end of the period indicated above.

- ECAT is not liable for any of the following damages:
 1. direct or indirect damages, and/or any resulting losses caused to persons or things by equipment failure or as a result of the forced suspension of use of the foregoing;
 2. damages resulting from loss of business, profits, earnings, bonuses, savings;
 3. damages resulting from non-use of the product due to the failure thereof when repair work carried out by ECAT has taken place within a reasonable time-frame;
 4. damage resulting from loss of data and failure of the product user to create a backup;
 5. damage that could have been avoided through reasonable, normal use of the product, and in accordance with ECAT's advice;
 6. damage deriving from the product and/or from individual components thereof, where this is a result of short circuits, lightning, fire, acts of vandalism, unforeseeable events and force majeure.
 7. No-one is authorised to modify the terms of this warranty or to issue any other warranty, whether oral or written.

Art. 12 - Law on privacy (Law 2016/679)

Regulation (EU) 2016/679 stipulates that the data subject must be informed in advance of the use of data concerning him/her, and that the processing of personal data is only permitted with the express consent of the data subject, except in cases provided for by law.

Data controller:

The Data Controller is:

ECAT s.r.l., Via Bologna, 5 - 12084 Mondovì (CN), Tel. +39 0174 551428

Purpose of data processing:

Personal data are processed as part of the normal activity of the company ECAT s.r.l. for:

- execution of normal activities and provision of services;
- fulfilment of tax, accounting or administrative obligations (including obligations required by law, by a regulation, by EU legislation or pursuant to an order by the authorities, for example with regarding to anti-money laundering measures);
- customer management (customer administration, contract administration, orders, shipments and invoicing, reliability and solvency checks etc.);
- supplier management (suppliers administration, contract administration, orders, arrival of goods, invoicing, selection of suppliers in accordance with the needs of

the company);

- to exercise the rights of the Data Controller, for example, the right to defence in court;
- commercial, marketing and communication purposes;
- market research, economic and statistical analysis;
- sending of advertising/informative/promotional materials;
- surveys regarding the degree of customer satisfaction with the quality of the services provided;
- handling of legal and economic relationships with staff.

The recipients or categories of recipient to whom personal data may be communicated are as follows:

External companies or individuals who carry out activities closely connected and fundamental to the management of the business relationship, such as:

- credit institutions
- consultants and freelancers, individuals and associates or companies

Data retention period:

Personal data will be stored for a maximum period of 10 years and/or until the termination of the contractual relationship.

Data transfer:

Your personal data may be transferred outside the EU, including by entering this into databases shared and managed by third-party companies that may or may not fall within the Data Controller's perimeter of control. The management of the database and the processing of such data are governed by the purposes for which this information was collected, and these activities shall be carried out in full compliance with the standards of confidentiality and security stipulated under the applicable data protection laws. In cases where your personal data is transferred outside EU territory, the Data Controller shall take all appropriate and necessary contractual measures to ensure an adequate level of protection of this data, in accordance with the terms of this Privacy Policy, including, among others, the Standard Contractual Clauses approved by the European Commission.

Rights of the data subject:

The data subject has the right to obtain confirmation from the Data Controller with regard to whether or not the personal data concerning him/her are being processed, and in such cases, he/she also has the right to:

- obtain access to personal data, request the correction or deletion of personal data or the restriction of the processing of personal data concerning him/her; he/she may also object to the processing of this data;
- receive the personal data concerning him/her in a coherently-structured, commonly-used format that can be read using an automatic device; he/she also has the right to transmit this data to another data controller ("data portability");
- be informed of the existence of an automated decision-making process, including

profiling;

- where desired, the data subject may withdraw consent at any time without prejudice to the lawfulness of the processing operations conducted on the basis of the consent provided before the withdrawal of consent;
- lodge a complaint with the supervisory authority;

Nature of the data and consequences of failure to communicate data:

Where the mandatory data required for the purposes described above is not communicated and thus processed, it will not be possible to provide the data subject with the services and/or products requested, either in whole or in part.

Also pursuant to Articles 1341 et seq. of the Italian Civil Code, the customer declares that they have read the above-mentioned obligation with care and specifically accepts and approves these; the customer also declares that they have read and approved the general conditions published on the website (www.ecat.it) and in particular the following clauses: 1) Object; 2) Terms and conditions of delivery; 3) Price; 4) Payment and payments methods; 5) Complaints and changes to orders; 6) Place of payment; 7) Late payment; 8) Territorial court of jurisdiction; 9) Obligation to cooperate; 10) Transfer of the contract; 11) Product warranty; 12) Law on privacy.