

GENERAL TERMS OF SUPPLY AND WARRANTY

(Rev.00 of 01/07/2022)

These General Terms of Supply and Warranty, unless departed from a specific written agreement between the parties, shall apply to all orders for products (radio controls, accessories, components and spare parts), received and accepted by IMET, and shall be considered as an integral and essential part of the orders themselves. Different terms of any kind added on orders and/or other documents sent by the Customer and/or otherwise received by IMET shall not apply to the supply of Products, Spare Parts and Accessories.

1. Features of products

- 1.1. The Customer, by formulating the Purchase Order or by accepting the Offer, acknowledges that he/she has carefully examined the technical, functional and aesthetic characteristics of the products ordered and that he/she considers them to be suitable for the use they are intended for, directly or indirectly. The Customer also undertakes not to make any changes to the product and to comply with the correct procedures for its use and utilisation, thus declaring to be aware of them.
- 1.2. Goods supplied by IMET are delivered with all documentation and safety requirements in compliance with the applicable regulations and directives.
- 1.3. The Customer is obliged and responsible for complying with the legislation applicable within the territory in terms of sale, supply and installation of goods.

2. Orders and Order Confirmations

- 2.1. The Purchase Order must indicate the number and/or reference of the order, the exact indication of the goods ordered with reference to the IMET code, the quantity, the unit and total price, any requests for derogation from the existing terms must be agreed in advance between the parties in writing and by persons with proper powers of representation. The order shall be considered accepted when the Order Confirmation is received by the Customer from IMET.
- 2.2. In the event that the order is preceded by an Offer made by IMET, the latter shall be considered valid for the maximum duration of 30 days, unless otherwise specified. In case of acceptance of an Offer made by IMET, the order only becomes enforceable upon IMET's receipt of the offer dated and signed for acceptance. The sales contract shall in any case be deemed to have been concluded at the moment of Order Confirmation by IMET.

3. Prices

- 3.1. The prices of the goods are set out in the Order Confirmation and, unless otherwise specified, are in Euro excluding VAT, and include the costs of packaging suitable for shipment. Shipping costs are always stated on the invoice.
- 3.2. In the event of delay or failure to collect the goods, there shall be no extension of payment terms for the Customer, except upon express agreement and/or concession. Payments made by securities, cheques, transfers or other means shall not give rise to novation of the original contractual relationship and are

IMET srl

Via Ronche, 93
33077 - Sacile (PN) - Italy
Tel. +39 0434 7878 Fax +39 0434 737848
Capitale Sociale € 99.500 Int. Vers.

www.imet.eu
info@imet.eu
pec@pec.imet.eu
Codice destinatario: M5UXCR1

C.F./P. IVA/R.I. PN: 01106390931
P. IVA intra. IT01106390931
N° Meccanografico PN 008652
R.E.A. 43483 CCIAA PN

accepted by IMET subject to collection. The costs of collection, discounting, registration, etc. of securities or bills shall be borne by the Customer.

- 3.3. Prices do not include, in any case, customs duties, charges, taxes or export taxes and similar. In no event shall the Customer be entitled to set off the amounts due to IMET by way of price of the goods against any amounts due to IMET for any reason whatsoever, except by express agreement and/or concession.

4. Transport and delivery

- 4.1. Goods always travel at the risk and peril of the Customer, even in the event of return free to the addressee. Unless otherwise indicated, delivery is intended Ex Works IMET in Sacile.
- 4.2. Delivery terms, unless expressly stated to be essential, are always understood to be *Barring Contingencies*.

5. Payments

- 5.1. Payment of the price of the products shall be made by the Customer to the bank account indicated by IMET and within the terms indicated or according to the conditions in force. Different or special conditions from those in use and/or indicated must be agreed between the parties and set out in writing on the Order Confirmation and subsequently in the Invoice. In the event of a delay in payment with respect to the terms indicated in the invoice, the Customer, without the need for a specific notice of default, will be charged interest on arrears at the current rate envisaged by (It.) Legislative Decree No. 231/2002. Until the arrears have been fully settled, the processing of current orders may be suspended without penalty and with waiver of the Customer in default of damages.

6. Complaints on returned supplies and replacements

- 6.1. Any complaints about the quantity or integrity of packages shall be made directly to the carrier at the time of delivery, with the indication "ACCEPTED SUBJECT TO VERIFICATION" on the delivery note or on the delivery document. Any defects in the delivered products, in any case, must be reported to IMET in writing, documented through photographs, within eight days of delivery, and sent by e-mail to service@imet.eu.
- 6.2. Any discrepancies in the delivered goods with respect to the order shall not entitle the customer to termination of the contract or suspension of payments, but only to supplement the delivery with the missing or damaged goods.
- 6.3. The return of non-compliant goods must, in any case, be authorised by IMET, by means of an **RMA Procedure** (by writing to service@imet.eu or by contacting our call centre by telephone), which reserves the right to reject the Products, Spare Parts and Accessories received without prior authorisation. All returns must be sent by the Customer with Returned Duty Paid delivery at IMET's premises (DDP Incoterms 2020), in their original packaging perfectly intact and complete with all manuals and accessories.
- 6.4. The Customer undertakes not to use any defective products and to report, without delay, any third-party reports of which he/she has become aware.

7. General Terms of Warranty

- 7.1. IMET, whose brand stands for quality, guarantees the absence of faults and defects in the materials and construction of the radio controls and accessories for a period of 24 months and of the spare parts and wired remote controls for a period of 12 months, respectively starting from the date indicated in section 7.3 below.

IMET srl

Via Ronche, 93
33077 - Sacile (PN) - Italy
Tel. +39 0434 7878 Fax +39 0434 737848
Capitale Sociale € 99.500 Int. Vers.

www.imet.eu
info@imet.eu
pec@pec.imet.eu
Codice destinatario: M5UXCR1

C.F./P. IVA/R.I. PN: 01106390931
P. IVA intra. IT01106390931
N° Meccanografico PN 008652
R.E.A. 43483 CCIAA PN

Any labour costs for work carried out at IMET or at one of its Service Centres is also covered by the warranty, according to the limits and conditions specified below. IMET shall repair products or shall repair or replace spare parts and components that, at its sole discretion, are recognised as defective; the repair of goods does not give rise to the extension or prolongation of the warranty terms on the product as a whole;

- 7.2. For warranty work to be carried out directly at IMET, the radio control, spare part or component adequately packaged, must be sent to IMET's premises according to the **RMA Procedure** (by writing to service@imet.eu or by contacting our call centre by telephone). Similarly, products subject to warranty work at an Authorised Centre must be delivered at the customer's expense, directly to the Authorised Centre, after which the customer must collect them at its own expense. In the event that, at the customer's request, the warranty work is carried out by IMET or by one of its Authorised Centres directly at the worksite, the intervention costs, previously communicated to the customer and accepted by the latter, shall be charged according to the rates in force. Spare parts replaced under warranty become the property of IMET, which shall dispose of them at its sole discretion;
- 7.3. The term of 24 months for radio remote controls and accessories shall run from the date of delivery by IMET to the Customer, otherwise it shall run from the date stated on the fiscal document proving the purchase of the goods by the Customer requesting the warranty. The warranty period shall not, in any case, exceed a total of 30 months for Products and Accessories and 18 months for Wired Remotes and Spare Parts from the IMET delivery date. Batteries are covered by a 6-month warranty from the IMET delivery date.
- 7.4. Any defects or faults discovered must be communicated in writing to IMET by the Customer within and no later than 8 days from the date of delivery under penalty of forfeiture of the warranty; in the case of hidden defects or faults, the communication must be made within and no later than 8 days from their discovery. Communications should be sent to the e-mail address service@imet.eu;
- 7.5. Without prejudice to the provisions of law on product liability and in the event of gross negligence or intentional misconduct, it is understood that IMET's obligations and the Customer's rights under the warranty are limited to the repair of the goods under dispute and recognised as defective in compliance with the provisions herein. Any claim by the Customer for compensation for direct, indirect or incidental damage that the latter may suffer as a result of defects or faults in the goods covered by the warranty, including damage resulting from loss of use of the product or downtime, as well as loss or loss of earnings, is excluded. The Customer shall have no right to terminate the Contract due to defects or faults in the warranted goods;
- 7.6. The warranty only covers the goods supplied in their original configuration, including any accessories supplied. However, damage and defects caused by the following are excluded from the warranty:
 - a) overvoltages or overcurrents, chemical and electrochemical agents, atmospheric phenomena;
 - b) installation, adaptation, repair, modification and use of the goods contrary to the instructions in the instruction manual or in violation of the technical and/or safety measures, laws, regulations and customs in force and in any case not authorised by IMET;
 - c) irregularities that can be resolved by following the instructions in the instruction manual;
 - d) repairs carried out by third parties not recognised by IMET;
 - e) tampering, misuse, damage, lack of maintenance, modification or manipulation including the removal of trademarks, logos and nameplates identifying the product and the traceability of components;
 - f) in any case any improper and/or unauthorised use by IMET.
- 7.7. In any case, replacements and/or repairs of the following are excluded from the warranty:

IMET srl

Via Ronche, 93
33077 - Sacile (PN) - Italy
Tel. +39 0434 7878 Fax +39 0434 737848
Capitale Sociale € 99.500 Int. Vers.

www.imet.eu
info@imet.eu
pec@pec.imet.eu
Codice destinatario: M5UXCR1

C.F./P. IVA/R.I. PN: 01106390931
P. IVA intra. IT01106390931
N° Meccanografico PN 008652
R.E.A. 43483 CCIAA PN

- a) parts subject to normal wear and tear;
- b) fuses.

8. Technical Assistance

- 8.1. In order to obtain assistance on the purchased goods, the Customer shall contact IMET or one of its authorised Service Centres.
- 8.2. At the time of the request for assistance, the Customer shall inform IMET of the product serial number and the defect reported, the contact person for any activities, as well as the data useful for the provision of the service.
- 8.3. IMET recognises, in the case of work carried out on out-of-warranty goods, a period of 12 months on the individual component replaced, not on the completeness of the good.

9. Contractual liability

- 9.1. Except in cases of intent or gross negligence, under no circumstances shall IMET be liable for damage to persons or property resulting from the use of the product supplied. Liability shall in any event not extend to indirect, unforeseeable damage and in any case outside the scope of the product warranty.

10. Improvements and modifications

- 10.1. IMET reserves the right to make any additions, modifications and technical and/or aesthetic improvements to the products that, without altering the essential characteristics of the goods supplied and their usability according to the specifications underlying the order, make their operation safer and easier. Such discrepancies shall not give rise to termination of the contract of sale.

11. Industrial and intellectual property and confidentiality

- 11.1. The purchase of the products and their use, whether direct or indirect, shall not give rise to the transfer to the Customer of any industrial or intellectual property rights over the products sold, which shall remain with IMET.
- 11.2. The Customer undertakes to keep confidential and not to disclose to third parties, unless strictly necessary for the legitimate use of the goods purchased, any information or technical data relating to the products purchased, their operation or use, as well as any administrative or commercial information relating to the contract of sale of the goods themselves (price, terms of payment and warranty, conditions, etc.).

12. Competent Court

- 12.1. For any dispute arising from the supply relationship, including IMET's actions to recover its credits, the Court of Pordenone shall have exclusive jurisdiction. The supply relationship shall be governed solely by Italian law. Notwithstanding the foregoing, IMET shall nevertheless be entitled to bring proceedings before the court of the place where the Customer has its registered office.

IMET srl

Via Ronche, 93
33077 - Sacile (PN) - Italy
Tel. +39 0434 7878 Fax +39 0434 737848
Capitale Sociale € 99.500 Int. Vers.

www.imet.eu
info@imet.eu
pec@pec.imet.eu
Codice destinatario: M5UXCR1

C.F./P. IVA/R.I. PN: 01106390931
P. IVA intra. IT01106390931
N° Meccanografico PN 008652
R.E.A. 43483 CCIAA PN

13. Applicable law

13.1. Should the Customer be a subject of foreign law, these General Terms of Sale and the related Contract shall be governed by Italian law with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980).

14. Waivers

14.1. The circumstance that IMET does not assert any of the rights set out in these general terms and conditions shall not be construed as an implicit waiver of such rights, nor shall it prevent IMET from demanding strict and punctual compliance with such rights at another time.

15. Personal data protection information in compliance with the GDPR

IMET, with registered office in Sacile, Via Ronche, 93, as data controller, will process the Customer's data in electronic and/or manual form, according to principles of lawfulness and correctness and in compliance with European Regulation 2016/679.

The data may be used by IMET, directly or through trusted third party service providers (Banks, Credit Institutions, Insurance Companies, administrative and/or IT service management companies, debt collection companies, etc.) in their capacity as data controllers or data processors, exclusively to fulfil regulatory obligations, including accounting and tax obligations, as well as contractual obligations undertaken.

Pursuant to Art. 7 of the European Regulation 2016/679 it is the Customer's right, among other things, to know his/her personal data processed as well as to request their integration, rectification or deletion, by contacting IMET at info@imet.eu.

IMET srl

Via Ronche, 93
33077 - Sacile (PN) - Italy
Tel. +39 0434 7878 Fax +39 0434 737848
Capitale Sociale € 99.500 Int. Vers.

www.imet.eu
info@imet.eu
pec@pec.imet.eu
Codice destinatario: M5UXCR1

C.F./P. IVA/R.I. PN: 01106390931
P. IVA intra. IT01106390931
N° Meccanografico PN 008652
R.E.A. 43483 CCIAA PN