



## General Conditions of Sale and Service (KED03)

### Art.1. Field of Application

The present General Conditions discipline all the supply relations between the parties. Also, in case of dispensations agreed in writing, the hereby conditions will continue to be applicable for the parts not expressly waived. Possible general conditions of purchase drafted by the Buyer will not find application in the relations between the parts if not expressly agreed in writing by Kairos Electronic Design s.r.l and in any case, they will not invalidate the efficaciousness of the present General Conditions, with which they will have to be coordinated.

The Buyer has actual knowledge of the content of the present general conditions of sale and supply that are available on the website at [www.kedsrl.it](http://www.kedsrl.it).

### Art. 2 Contract formulations

The Buyer acceptance of the conditions or the order confirmation from Kairos Electronic Design s.r.l., no matter how made, entails the application of the hereby General Conditions of Sale.

The offers of sale formulated by Kairos Electronic Design s.r.l have a 30 days legal validity starting from the formulation of the same ones and are limited to the integral supply of what was quoted in the same ones.

Passed the above-mentioned term the sale offer will not be valid any longer.

The sale offers do not include in any case: supply of manuals, training courses, starting assistance and other analogous services, except the case in which these performances are expressly included in the offer itself.

### Art. 3 Equipment

Unless otherwise agreed in writing, the cost of any production and testing equipment is to be understood as a “one-time” cost sharing, which means that the Buyer does not purchase any goods. Kairos Electronic Design s.r.l. commits to keep the equipment for a period of 2 years starting from the last delivery, and after this term, Kairos Electronic Design s.r.l. may proceed with destruction without notice.

#### **Art. 4 Technical Data, Quantities and Documents related to the Supply**

Kairos Electronic Design s.r.l. reserves the right to modify at any time the structural details of its own products to improve the performances, previous communication to the Buyer if variations will be substantial (i.e. modifications concerning installation, interchangeability of the products, etc.).

Unless otherwise agreed between the parties, Kairos Electronic Design s.r.l. reserves the right to apply a tolerance of no more or less than 5 % on the quantities of products ordered.

Weights, dimensions, prices, yields, colors and other data related to the products indicated in the catalogues, price lists, in the circulars or in other illustrative documents drafted by Kairos Electronic Design s.r.l., are merely indicative and have no binding nature, except in the cases in which they are indicated as such in the offer of sale or in the order confirmation.

#### **Art. 5 Prices – Payments**

The prices of the products refer to the price list in force at the time of the acceptance of the offer of sale by the Buyer or to the order confirmation from Kairos Electronic Design s.r.l.

Kairos Electronic Design s.r.l. reserves the right to modify the current price list at any time, upon written notice to the Buyer, in the event that there is a significant increase in the costs for the raw materials, labor of any other factor that determines a prominent increase of the costs of production. The prices of the products are always to be intended on Free Carrier (FCA Incoterms 2010), except for different written agreements between the parties.

All payments shall be made in accordance to the directions given in the offer of sale or in the order confirmation. Payments and any other sum due to Kairos Electronic Design s.r.l must be paid to the domicile of the same. Unless agreed otherwise, the payments will be made in Euro.

Prices may be subject to revision, increased or decreased, based on formulas that take into account variations of the exchange rates, the cost of the materials, the cost of the energy, labor costs, transport costs and/or other costs related to the order. The orders on annual basis will have to be closed by the deadline of the contractual year of the same; otherwise Kairos Electronic Design s.r.l. reserves the right to send the goods not yet delivered by the date of deadline of the order. Any delay or irregularity in the payments gives Kairos Electronic Design s.r.l the right of:

- a) Interrupt the current supplies, even if not related to the non-fulfilled payment;
- b) Modifying the payment process and any discount for the following supplies, also asking for the advanced payment or further guarantees;

c) Require, from the payment deadline date and without necessity of formal default notice, the interests of arrears on the still due sum, with the interest rate foreseen by the law for the commercial transactions (particularly the D.lgs. 231/2002 and following integration), in any case is granted the Kairos Electronic Design authority to ask for refund for the further damage.

Besides, in the mentioned cases, any sum due to Kairos Electronic Design s.r.l becomes immediately collectable.

The Buyer must take care of the integral payment of the products also in the case of exceptions, protests or controversies that will be defined only after to the payment are done. The Buyer renounces beforehand to ask for the compensation with possible credits, however originated, towards Kairos Electronic Design s.r.l.

## **Art. 6 Terms of Property**

The delivered products remain property of Kairos Electronic Design s.r.l until payment is complete.

## **Art. 7 Deliveries**

Unless otherwise agreed, the supply of the Products is intended (FCA Incoterms 2010) and therefore the risks relative to the supply are transferred to the Buyer from the time in which the products are delivered to the carrier. The delivery terms are merely indicative and are calculated on working days and therefore any responsibility of Kairos Electronic Design s.r.l for all the damages due to an early or delayed, total or partial delivery are excluded.

If the Buyer is not in compliance with all payments concerning other supplies, the terms of delivery are suspended and Kairos Electronic Design will have the right to delay the deliveries until the Buyer pays the due sums.

On the quantities delivered the Buyer recognizes to Kairos Electronic Design S.r.l the use of tolerances.

If, by any reason not attributed to Kairos Electronic Design s.r.l., the Buyer or the designated carrier does not take delivery of the products, Kairos Electronic Design s.r.l., upon notice to the Buyer, will store the products charging the Buyer of any related cost.

In the absence of written communication from the Buyer to Kairos Electronic Design s.r.l. within 60 days from the first production order, the order will be considered tacitly accepted (including the software and firmware supplied).

With the first production order following the delivery of the samples and / or software, these will be considered tacitly accepted and valid as reference samples for the production itself, software included. Subsequent changes or modifications will be considered separately and subject to a future offer. In any case, the cost of the items already supplied by Kairos Electronic Design s.r.l. will be at the expense of the Buyer.

## **Art. 8 Justifiable Delays**

Kairos Electronic Design S.r.l. will not be liable for failure to properly comply with its contractual obligations insofar as such as non-fulfilment originates, directly or indirectly, from:

- a) causes not attributable to the company and/or due to force majeure;
- b) actions (or omissions) of the Buyer, including non-transmission of information and approvals needed by Kairos Electronic Design s.r.l. in order to proceed with its work and the consequent supply of products;
- c) failure to comply with the payment terms by the Buyer;
- d) impossibility of obtaining the materials, the components or the services necessary for the execution of the work and the supply of the products.

In the eventuality in which one of the above-mentioned hypothesis occurs, Kairos Electronic Design S.r.l will inform the Buyer about the possible delay and provide a new date for delivery. If the delay of Kairos Electronic Design S.r.l is caused by actions or omissions of the Buyer, or by specific work of other contractors or suppliers of the Buyer, Kairos Electronic Design S.r.l will be entitled to a fair price revision.

## **Art. 9 Technical Standards and Responsibilities**

The Kairos Electronic Design S.r.l products are in compliance with the legislation and the Italian current technical standards, consequently the Buyer assumes the responsibility of verifying any possible discrepancies between the Italian regulations and those of the country of destination of the products, free from Kairos Electronic Design S.r.l.

Kairos Electronic Design S.r.l. guarantees the performance of the products of its manufacture exclusively and exclusively in relation to uses, destinations, applications, tolerances, etc. expressly indicated by it.

Kairos Electronic Design S.r.l. is not required to verify and control the functionality of the goods received for manufacturing purposes, but is limited exclusively to the inspection of the integrity of the package, and to the coherence with the relative transport document. Any additional costs incurred by Kairos Electronic Design S.r.l. due to non-compliant goods, from sources of supply designated by the Buyer, will be charged to the Buyer itself.

## **Art. 10 Approval of Customized Hardware and Software**

The Buyer, with Kairos Electronic Design S.r.l. collaboration, has the task of validating any hardware and software customization provided, as well as all of its subsequent revisions.

### **Art. 11 Patents**

Kairos Electronic Design S.r.l. is committed to indemnify and keep the Buyer unharmed from any liability arising from any legitimate claims made by third parties and concerning possible counterfeits or violations of rights of industrial property for the products supplied by Kairos Electronic Design S.r.l. In the event of a third-party claim, the Buyer must promptly inform Kairos Electronic Design S.r.l and provide any information and assistance useful for contesting the claim.

The above provisions will not apply to all the products manufactured on any designs, drawings, instructions and / or technical specifications provided by the Buyer; for which Kairos Electronic Design S.r.l assumes no responsibility for any infringement of industrial property rights of third parties for which the Buyer will be solely responsible.

### **Art. 12 Warranty**

Kairos Electronic Design S.r.l. guarantees that the supplied products correspond with the quality and type established in the contract and that they are exempt from defects that could render them unsuitable to the use they are expressly intended. The warranty for any structural defects is only limited to the defects in the material used or to any design and construction problems attributable to Kairos Electronic Design S.r.l. Moreover, the warranty does not cover defects due to the normal wear of the products for those parts subject to rapid and continuous wear.

The operation of the guarantee on the purchased products is suspended on condition of full payment of the same. Unless otherwise agreed in writing, the warranty lasts 12 months.

The above-mentioned warranty is operational on condition that the products have been correctly stored and used in accordance with the instructions contained in the technical documentation supplied by Kairos Electronic Design S.r.l., and have not been subject to any kind of repair, modifications or alterations without a written authorization from Kairos Electronic Design S.r.l and that the defects have not been caused by chemical or electric agents.

The Buyer is obliged to verify the conformity of the products and the absence of defects within 10 days from the date of delivery of the products, and, in any case, before any use of the products. The Buyer must report any faults or obvious defects in writing within and not later than 10 days from the delivery of the products; while the declaration of possible hidden defects and / or of functioning (i.e. only as a result of the use of the product) must be made within 10 days from the discovery of the defect and, in any case, not later than the warranty period. Complaints must be presented in writing to Kairos Electronic Design S.r.l in accordance with the instructions and procedures provided by the company, indicating in detail the defects or the non-conformities found. The Buyer

loses the warranty right if it does not allow Kairos Electronic Design S.r.l. reasonable control or if it does not return the defective products within 10 days from the relative request. After reporting a claim, Kairos Electronic Design S.r.l., at its discretion, could: a) repair the defective products; b) supply the same products in the same quantity, free of charge, at the Buyer's location (DAP Incoterms 2010); c) issue a credit note in favor of the Buyer for a sum equal to the value indicated in the invoice of the returned products. In such cases, Kairos Electronic Design S.r.l. has the right to request return of the defective products, which will then become its property. Unless otherwise agreed between the parties, it is understood that all the expenses related to the interventions made by the technical assistance of Kairos Electronic Design S.r.l. will be supported by the same one.

In the event that the defects found on the products are not attributable to the responsibility of Kairos Electronic Design S.r.l., the costs of repair and replacement of the products will be charged and invoiced to the Buyer. The hereby warranty absorbs and substitutes any other legal warranty for defects and conformity and excludes any another possible responsibility of Kairos Electronic Design S.r.l. in any case originated by the furnished products. Specifically, the Buyer will not be able to put forward further claims of compensation of the damage and in no case Kairos Electronic Design S.r.l. it will be considered responsible for indirect or consequent damages.

In any case Kairos Electronic Design S.r.l. cannot guarantee the compatibility of the software implemented at request of the Buyer, of the operating systems and the several devices used by the Buyers. The Buyers are aware of it and, therefore, in case in which the above-mentioned malfunctions are imputable to an incompatibility, Kairos Electronic Design S.r.l. does not assume any responsibility and the warranty here mentioned will not be valid. In any case, Kairos Electronic Design S.r.l. is committed to verify if the malfunctions are attributable or not to the above-mentioned circumstances and try to resolve, if possible, the various problems. In such cases, the Buyers will have to pay for the goods and cannot ask for any compensation of damage and, in any case, they promptly must withdraw all the material and the goods made and produced by Kairos Electronic Design S.r.l., without raising any exception on the point. Kairos Electronic Design S.r.l. it is not responsible for any direct or indirect, special, accidental, consequent or exemplary damage that is in any way related to its own products or software, including, without any limitation, damages for the loss of reputation, lack of profit and interruption of work.

### **Art. 13 Damages**

Kairos Electronic Design S.r.l. responsibility, derived from either the execution or non-execution of the contract, for the warranty, for offense or for objective responsibility, it will not exceed in any case the value of the product to which such responsibility is referred. In no case Kairos Electronic Design S.r.l. will be liable for loss of profit, or for the failure to use or discontinue the product or any associated machinery, for claims by the Buyer and/or from third parties relating to the above-mentioned damages or for any other indirect or consequent damage.

### **Art. 14 Confidentiality**

KED s.r.l.

50132 Firenze via la Marmora n. 51 - Tel.: 055 0517720 - E-mail: [info@kedsrl.it](mailto:info@kedsrl.it)

Codice Fiscale e Partita IVA: 06566470487

The Buyer agrees to (i) to consider the information / data / drawings / know-how/documents received and/or learnt from Kairos Electronic Design s.r.l as confidential; to (ii) limit the use of such confidential information/documents and their relative access for reasons relative to the execution of the contract. Confidential information/documentation may not be reproduced without prior written agreement from Kairos Electronic Design s.r.l., and all the copies thereof will be immediately returned to Kairos Electronic Design S.r.l.

The above-mentioned provisions do not apply to the information which: (i) is public or becomes public not for disclosure from the Buyer, its employees or collaborators, or (ii) held by the Buyer prior to receiving them from Kairos Electronic Design S.r.l or (iii) have been disclosed by sources that are not subject to the restrictions to which the Buyer is subjected to, or (iv) may be disclosed to third parties under written authorization from Kairos Electronic Design S.r.l.

#### **Art. 15 Miscellaneous**

The assignment by the Buyer of the rights or obligations deriving from the contract, without the prior written consent of Kairos Electronic Design s.r.l., will be considered invalid. Kairos Electronic Design s.r.l. will have the right to assign, at any time, to third parties the credits deriving from the contract, after having notified it in writing to the Buyer.

The total or partial invalidity of one or more clauses of the present General Conditions will not have any effect on the validity of the remaining clauses.

It is understood that any tolerance to violations of these General Conditions can in no way be interpreted as a waiver to exercise the rights and/or the faculties associated with them or consequent.

#### **Art. 16 Applicable Laws and Jurisdiction**

These General Conditions and the related supply contracts will be governed by Italian law. For any dispute concerning or in any case connected to the contracts to which these General Conditions apply, will be exclusively under the jurisdiction of the Court of Florence. Notwithstanding the foregoing, Kairos Electronic Design s.r.l. will nevertheless have the right to act at the Buyer's court.

Firenze, 2 Febbraio 2020

KED s.r.l.

50132 Firenze via la Marmora n. 51 - Tel.: 055 0517720 - E-mail: [info@kedsrl.it](mailto:info@kedsrl.it)  
Codice Fiscale e Partita IVA: 06566470487

---

Kairos Electronic Design S.r.l.

In accordance with and by the effect of the art, 1341 C.C. the parties declare to expressly approve the following clauses:

Art. 5 Prices and Payments – Solve and Repeat Clause in Case of Non-Fulfillment

Art. 7 Delivery

Art. 12 Warranty – Limitations on Liability

Art. 13 Compensation for Damages - Limitations

Art. 16 Applicable Laws and Jurisdiction

---

Kairos Electronic Design S.r.l.