

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE

- 1.1 The sale of products and services shall be subject to the Terms and Conditions set forth herein to the extent that no other agreements have been explicitly made. As far as the customer's general terms and conditions are inconsistent with ours, their application shall be subject to our explicit written approval.

2. PRICES

- 2.1 Fixed Price. The prices quoted in the order confirmation or bid for tender shall solely apply. Additional services will be invoiced separately.
Unless expressly stated otherwise, prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law.
- 2.2 Incoterms. Unless expressly stated otherwise, all prices are quoted EXW Paderno Dugnano (MI) - Italy using this Agreement (Incoterms 2010). The Customer shall bear all additional freight costs, public fees, and duties.
- 2.3 Packing. Unless expressly stated otherwise, the Customer shall pay all costs associated with packing an order and will pack our products in accordance with customary and suitable international standard methods and procedures for transportation during long-distance sea, air, and land transportation.

3. ORDERS

- 3.1 Offers. All offers or bids for tender will only be guaranteed for thirty (30) days unless specifically agreed otherwise in writing by Telsat.
- 3.2 Purchase Order and Confirmation. Customer shall send a Purchase Order in writing, by either email or fax, to Telsat to purchase the Products. If accepted, Telsat shall deliver to the Customer a signed acceptance of the Purchase Order, within ten (10) working days from the date of receipt of the Purchase Order.

4. DELIVERY

- 4.1 Incoterms. Unless expressly stated otherwise, delivery shall be EXW Paderno Dugnano (MI) - Italy under this Agreement (Incoterms 2010).
- 4.2 Shipping Instructions. Telsat shall ship all orders strictly in accordance with the shipping instructions provided by Customers when available.
Telsat reserves the right to deliver an order using its own delivery organization.
- 4.3 Documentation. Telsat shall prepare all usual and customary shipping documents.
- 4.4 Partial Shipments. Unless expressly stated otherwise, Telsat may make partial shipments on orders. Each shipment shall be separately invoiced and paid for when due, without regard to subsequent deliveries.
- 4.5 Standard Delivery Schedule. Average delivery times are stated in the official offer, however, the delivery schedule of all products and parts will only be guaranteed if stated in the order confirmation.
- 4.6 Factory Inspection. Unless expressly stated otherwise, prior to each shipment, the Products are tested and inspected by the Manufacturers represented by Telsat at its manufacturing factory at its own expense for the purpose of confirming that the Products are strictly in accordance with the Manufacturers specifications.

5. PAYMENT

- 5.1 Payment Terms. Unless expressly stated otherwise, payment shall be executed at the date of the written acceptance of the Purchase Order.
- 5.2 Currency. Unless expressly agreed otherwise, all prices provided by Telsat are in EURO and shall be paid to Telsat only in EURO.
- 5.3 Delinquencies. If payment becomes delinquent, Telsat may cancel any accepted orders, refuse orders, or delay shipment of orders.



6 via ezio vanoni
I-20037 paderno dugnano.m.italy
tel. +390299048430 fax +390299048312
http://www.telsat.it
e-mail: telsat@telsat.it

c. fiscale/partita iva 12511750155
registro imprese milano:
12511750155
r.e.a. 1561434
cap.soc. euro: 110.000,00 i. v.

Telsat reserves the right to charge a late fee for any failure to make payment in accordance with the laws of this Agreement. Additionally, Telsat reserves the right to request payment in advance in the event that a late fee becomes payable, whether or not collected.

6. RISK AND TITLE

- 6.1 Products. Unless expressly agreed otherwise, title to, risk of loss, and damage to, orders purchased hereunder shall pass from Telsat to the Customer at the point of delivery EXW Paderno Dugnano (MI) - Italy.
- 5.2 Software. Software, including software products, updates, and software incorporated within products shall fully remain the property of the Manufacturers represented by Telsat. Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation or updates, for no other purpose than that of operating the product for which the software is intended. The Manufacturers permit reproduction only for use with equipment for which the software was originally acquired and prohibit disassembly, de-compilation, and reverse engineering.

7. WARRANTY

- 7.1 Standard Limited Warranty. Telsat and the Manufacturers represented by Telsat itself warrant that the Products shall be free from material defect during the warranty period. Unless otherwise specified, the warranty period for the products shall be twenty-four (24) months from the date of shipment. In case of defect in the products during the warranty period, Telsat and the Manufacturers represented by Telsat itself, at their option, will either repair the defective product without charge for parts and labor at its factory, or provide a replacement in exchange for the defective products or parts.
- 7.2 Warranty Claims. In order to obtain service under this warranty, Customer must notify Telsat of the defect before the expiration of the warranty period in writing. Warranty claims are subject to the presentation of the original sales invoice together with the defective product within the warranty period; inspection to Telsat satisfaction that the defect arose from defects from workmanship or materials during the warranty period; and none of the exclusions below apply. Customer shall be responsible for packaging and shipping the defective product to Telsat facilities, with shipping charges prepaid. Telsat shall be responsible for the return shipment of the repaired product to the designated place in accordance with customer instructions. The repaired product will be guaranteed for the remaining period of the original warranty period specified above or ninety (90) days after repair or replacement, whichever is longer.
- 7.3 Exclusions. This warranty shall not apply to the following: any defect, failure or damage caused by improper or inadequate installation, use, maintenance, or care; acts of God or reasons beyond Telsat and the Manufacturers represented by Telsat itself control; connection to improper power supply; use of the products in conjunction with incompatible third party accessories or products; any product where the manufacturer serial number has been altered, deleted, removed, or made illegible; equipment that has been adjusted or altered without Telsat written consent; or normal wear and tear of the products. Telsat will not reimburse expenses for services performed on defective products under said warranty by anyone other than a Telsat official representative.
- 7.4 Limitation of Warranty. THIS WARRANTY IS GIVEN BY TELSAT AND THE MANUFACTURERS REPRESENTED BY TELSAT ITSELF WITH RESPECT TO PRODUCTS PURCHASED UNDER THIS AGREEMENT IN LIEU OF ANY OTHER WARRANTIES; EXPRESS OR IMPLIED. PLISCH AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TELSAT'S RESPONSIBILITY TO REPAIR OR REPLACE DEFECTIVE PRODUCTS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE END CUSTOMER FOR BREACH OF THIS WARRANTY.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Trade names, trademarks, and copyrights belong solely to Telsat and/or to the Manufacturers represented by Telsat itself. Customer agrees to not remove any trade names or trademarks from any product, software, or documentation under this Agreement.

9. EXPORT AND IMPORT LAWS, ENVIRONMENTAL PROTECTION, AND DISPOSAL

- 9.1 Export and Import Laws. Customer declares with its order that all export and import control regulations of the Republic of Italy, European Union and any other applicable governing body shall be in compliance and that there will be no infringement of an embargo imposed by the European Union and/or by the United Nations. Customer further declares that the products, software, and services will not be used in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization and will only be used in a peaceful manner.

Customer shall indemnify and hold Telsat harmless from and against any claim, proceeding, action, fine, loss, costs and damages arising out of or relating to any noncompliance with this clause, and Customer shall compensate Telsat for all losses and expenses resulting thereof.



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- 9.2 Environmental Protection. Customer declares that the order of any products or software will be used in compliance with all environmental laws and regulations and in accordance with the standards set out in the corresponding product user manual.
- 9.3 Disposal. Customer shall be responsible for the environmentally sound and proper disposal of the delivered products at the end of use and any waste generated by the products in accordance with any and all applicable laws, regulations, and policies. Customer shall indemnify and hold Telsat and its third-party participants harmless for failure to comply with any such applicable legal obligations and requirements, as well as from any claims of third parties connected therewith.

10. CONFIDENTIALITY

- 10.1 Unless expressly stated in writing, all information provided to us in connection with orders will not be regarded as confidential, unless the confidential nature is obvious. Personal data in relation to any orders may be stored by Telsat and may be transferred to companies associated with Telsat itself.

11. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 11.1 Settlement Period. In case of dispute between the Parties regarding this Agreement, the Parties agree in good faith to negotiate a possible settlement of the dispute within sixty (60) business days following notice of the dispute.
- 11.2 Arbitration. If the Parties are unable to reach a settlement within said time period, the Parties agree to submit any dispute of this Agreement to final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said rules. The place of the arbitration will be Milan, Italy. The proceedings will be conducted in Italian and/or English. The Parties undertake to fulfill the arbitral judgment. The proceedings shall be confidential. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 11.3 Governing Law and Jurisdiction. All issues regarding the performance, validity, interpretation, and compliance with the present Agreement, as well as the rights and responsibilities of the Parties hereto, shall be governed by the laws of Italy without regard to conflict of law principles.

12. FORCE MAJEURE

- 12.1 Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement, with the exception of Customer's payment obligations, if such failure is caused by the occurrence of any event beyond the reasonable control such party, including but not limited to major industrial disputes, war, mobilization, requisitions, currency restrictions, rebellions, riots, and acts of God.

13. MISCELLANEOUS

- 13.1 Headings. The headings in this Agreement are for convenience only and are not intended to have any legal effect.
- 13.2 Non-Waiver of Rights. If a Party fails to enforce or delays in enforcing an obligation of the other party, or fails to exercise or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 13.3 Invalid Provisions: Should any provision of this Agreement be found invalid, this shall not affect the validity of the Agreement as a whole. In such event, the invalid provision shall be replaced by a valid provision which in its economic effect becomes as close as legally permissible to that of the invalid provision.
- 13.4 Assignment. No Party shall assign or otherwise transfer this Agreement or any of the rights and obligations therein, whether in whole or in part, to a third Party without the prior written consent of the other Party, except as stated otherwise in this Agreement.