

## Offers

A.ST.I.M. S.R.L. undertakes to carry out the provision of a product/integrated system, as stated in our specifications by the purchaser accepting the offer to waive any conditions of their purchase decisions based solely or as a whole.

## Validity of the offer and possible termination

This offer is valid 30 (thirty) days of receipt and are considered accepted, and thus binding the expressed signature of the buyer. Following the signing the order is deemed firm and irrevocable within the time established in the conditions of supply.

Assuming a possible request for complete or partial cancellation of the order by the purchaser, A.ST. IM S.R.L. reserves the right; also pursuant to art. 1453 of the Civil Code

- not to accept the cancellation and require the complete execution of the contract;
- to accept the total or partial cancellation of the order and terminate the contract itself, however, retaining the amount already paid by the buyer. In the event of termination of the contract, A.ST.IM S.R.L. may claim, as a penalty, a sum equal to 50% of the price, as a non-profit before tax and expenses incurred, subject in each case without prejudice to the claims for further damages.

## Delivery

The delivery of product/integrated system will occur at and within the period specified in the terms of supply. For the purpose of delivery, if the obtaining of special licenses, permits and/or clearances is required, delivery times are purely indicative and subject to obtaining such licenses, permits and clearances. No responsibility can be imputed and attributed to A.ST.IM S.R.L. for such delays.

## Transportation and packaging

The merchandise in transit by way of delivery or pickup/delivery for repair under warranty and if it travels through a forwarder with A.ST.I.M. Srl will be covered by special transport insurance. Otherwise the trip will be at the sole risk of the customer.

The shipping costs of product/integrated system will be paid entirely by the buyer, unless otherwise indicated in terms of supply. A.ST.I.M. S.r.l. undertakes to execute the package appropriate to the material provided and the means of transport used, reserving the right to charge the buyer, the cost of special packaging needed for special transport.

## Quality assurance

All costs related to tests conducted by A.ST.IM S.R.L. and/or its partners, before and after transport, to verify the functionality of the product/integrated system supplied be ordered and then in the price quoted in the commercial offer. By accepting these terms of sale, the client accepts the test protocol and how they were conducted.

## Testing

Testing of product/integrated system provided, where applicable, will run at and within the period specified in the terms of supply. A.ST.I.M. S.R.L. will provide written notice to the acquiring company when the integrated system is finished and ready to run the test. The acquiring company in turn will be responsible to contact A.ST.IM S.R.L. to establish, in conjunction with the commitments already made by A.ST.IM S.R.L., the date of acceptance.

When execution of the payment, even partial, of the price is linked to the execution of testing, and the buyer fails to contact A.ST.IM S.R.L. setting a date of acceptance or constant references that date, the payment due must be paid within 20 (twenty) days from the communication that A.ST.IM S.R.L. has completed the installation and be ready for testing.

## Manuals and conformity' declaration

Inside the package contains the manual of use and maintenance, and the declaration of conformity with the applicable directives issued by the manufacturer of the goods sold.

## Payment

The price and terms of payment of this provision are specified in terms of delivery. The purchase price is excluded from V.A.T. which will be applied as required by law. It is purchaser responsibility to report and to reach A.ST.IM SRL, prior to the establishment of order, the normative references under which the buyer would be excluded from VAT.

Payments must be made within the deadlines agreed in the terms of supply. Failure to observe this obligation by the buyer, will involve the immediate suspension of the provision by A.ST.IM S.R.L. and charged to the purchaser of the interest payable by law to balance the end (specifies that private buyers will be applied to the legal interests while trade relations will apply the default interest, of Legislative Decree no. 231/02 and subsequent amendments and supplements).

In the event that is required to provide a product/integrated system for which provision is made for the issuance of special licenses and/or permits and/or clearance, the provision of such a product/integrated system will be made only if the buyer will obtain the appropriate licenses, permits, clearances.

Where such licenses, permits, clearances are not released, in whole or in part, for reasons related to the buyer, the order will automatically be canceled and buyer will be charged a flat rate cost of € 5000.00 (five thousand) plus VAT, to compensate for costs incurred, subject in each case without prejudice to the claim further damages. For that amount will be issued regular invoice by A.ST.IM S.R.L., payable in 90 (ninety) days.

The purchaser expressly authorizes the transfer and / or credit insurance relating to this contract.

## Complaints and warranties

A.ST.I.M. S.R.L. ensures that the product/integrated system supplied is performed in a workmanlike manner and is free from faults and defects. Any complaints about the presence of faults or defects in the product/integrated system provided by the buyer will be notified in writing within 8 days after delivery. States that:

**Software and IT Services:** undertakes to guarantee for **90 (ninety) days** from the date of delivery of the software provided that the programs, and magnetic media or electronic media on which the programs are registered against faults or defects in workmanship or material under normal operating conditions and use.

**Installations and integration:** A.ST.I.M. S.R.L. undertakes to ensure by **12 (twelve) months** from the date of delivery of that all hardware devices, including mechanical parts and electronic components of all subsystems of the system, no flaws or defects in workmanship or material under normal operating conditions and use.

**Products:** A.ST.I.M. S.R.L. undertakes to guarantee, unless otherwise indicated in the commercial proposal, for **12 (twelve) months** from the date of delivery provided that all hardware equipment including mechanical and electronic sub-systems of all components of the product, they present no defects or manufacturing defects.

A.ST.I.M. S.R.L. **is not responsible** for any costs of travel and subsistence expenses for technicians to perform repairs to eliminate the defects, disassemble/assemble the defective parts. These costs are directly charged to the purchaser.

A.ST.I.M. S.R.L. **is not liable** for damages resulting from the purchaser or from originating defects or occurring systems used. In this case, A.ST.I.M. S.R.L. will be held exclusively in the three months following the installation of the system to repair or replace the pieces with the exclusion of any other obligation or liability.

A.ST.I.M. S.R.L. **is not liable** for damages directly or indirectly incurred by the purchaser or third parties caused by the use or inability to use the product/integrated system provided. A.ST.I.M. S.R.L. **is not liable** for any failures, malfunctions or other inconveniences caused, in whole or in part, by external factors, not attributable to it, cause anomalies or mistakes.

A.ST.I.M. S.R.L. **not responding**, also, for any damage or injury caused due to lack of appropriate security systems, however, imposed by existing legislation relating to machinery and equipment.

The A.ST.I.M. S.R.L. **not responding**, also of direct or indirect damages, lost data, lost profits or damages arising, and any penalties agreed by the buyer with third parties.

States that **the warranty of the product/integrated systems will not be paid** if the installation and/or maintenance or repairs may be incorrect and/or replacements of components are not performed by A.ST.IM S.R.L. or the damages claimed by the buyer have been caused by substances that contaminate the product/integrated system supplied.

## Service after sales

A.ST.I.M. S.R.L. is able to make representations to the buyer to perform work on request.

The costs of materials and services requested will be quantified in a new bid to be accepted in writing by the acquiring company before the work.

A.ST.I.M. S.R.L. is also able to supply both the helpline in case of failure to intervene personally with sending a technician to solve your problems complained of by the buyer.

Please note that all contributions not covered by the guarantee will be paid entirely by the acquiring company.

## Repair - the return of goods authorization (rma)

In the event of a failure and/or problems as a result of which is necessary to intervene with a repair product/integrated system provided, the buyer must immediately contact A.ST.IM S.R.L. to begin the procedure relating to the RMA. Each product is assigned for each repair, an identification code called RMA. During all phases of repair and during the return of the goods from that repairs to the buyer, you may request a review of the RMA. The Return Merchandise Authorization number and return the goods must be coordinated through the TECHNICAL SUPPORT DEPT. of A.ST.IM S.R.L.. Delivery for the repair of the product/integrated system provided may be canceled or rejected if the RMA number has not been obtained before the equipment has been shipped. An RMA is not approved for services rendered. International returns must be coordinated in advance of delivery to accede to requests for such importation.

## Export license

For the supply of certain product/integrated system with high technological content, you may need to obtain an export permit issued by appropriate state bodies of origin of the system and/or the state of manufacturing the system. Without this license the product/integrated system ordered may not be delivered and any liability and/or damages may be awarded and/or required to A.ST.IM S.R.L..

The original of these and all documents related to obtaining such a license, must be delivered to A.ST. IM S.R.L. which shall forward it in original, keeping a copy for your records and possibly for the archive of its partners. The processing of these documents will be executed in compliance with regulations regarding the handling of personal data and in compliance with all applicable laws and regulations provided.

Provide the buyer must be carefully A.ST.IM S.R.L. all data and documents necessary for obtaining the export license provided. Content of such data and documents will be solely held responsible for the buyer. Will care A.ST.I.M. S.R.L. to inform agencies, departments, ministries in charge of the will to export such products.

In the event that the buyer does not have all the necessary requirements of the export license request, A.ST.IM S.R.L. disclaims any responsibility and will not proceed with the provision of what is ordered. Moreover A.ST.I.M. S.R.L. disclaims any responsibility for any dispute that may arise in the purchaser for use and/or inadequate housing products/integrated system provided. The buyer is solely responsible for the proper use and proper treatment of what is provided in full compliance with current regulations. The products commercialized by A.ST.I.M. SRL, documents and information materials distributed by it, are intended only for civilian use and sale, unless other instructions and details on these products and documents.

They should not and cannot be completely used in projects, development, production or use of nuclear, chemical, biological or missile.

## Import license

If the product/integrated system ordered by the buyer is configurable as of military equipment, the success of the supply should be conditioned on obtaining by A.ST.IM S.R.L. and/or the buyer of all permits, clearances and licenses required by law n. 185 of 1990 and its subsequent modifications and additions, as well as obtaining a license under Art. 28 T.U.L.P.S. and/or N.O.S. Possible non-achievement of these qualifications, permits, licenses and clearances, will lead to immediate cancellation without this affecting the allocation of any liability on the part of the A.ST.IM S.R.L.. All information concerning the status of release of these documents may be considered confidential and therefore not disclosed to the client and/or customer. Any official notices will be sent in writing and shall be considered confidential information and therefore treated as required by regulations.

Some products/integrated systems ordered, could be configured as dual-use system and incorporated, therefore, the European "EU dual use regulations." Although not as flat armament materials, you may need to obtain from A.ST.IM S.R.L. license under Art. 28 T.U.L.P.S. or other types of qualifications, permits, licenses and clearances. Will be customer care to inform A.ST.IM S.R.L. of the necessity of issuing such qualifications, permits, licenses and clearances, unless otherwise agreed in writing between the parties.

## Software licenses

All names, logos, sketches, software programs and other documents from A.ST.IM S.R.L. are of its the exclusive property and can be used and enjoyed only with the express written consent of A.ST.IM. S.R.L.

## Force majeure

A.ST.IM. S.R.L. will not be liable for any delays in the implementation of the agreed services, where the failure is caused by accident or force majeure and/or obtaining licenses, permits and/or clearance.

## Prohibition of assignment

This order may not be assigned by any party to third parties, under pain of termination. This is equivalent to an express termination clause under and for the purposes of Art. 1456 Civil Code.

## Other contracts

The conduct of activities not specifically covered in this contract shall be governed by different and independent contracts.

## License image

The buyer grants to A.ST.I.M. S.R.L. the right to create services movies and/or photos that document in detail the assembly and/or products covered by this provision , within the premises of the purchaser. This material, including the rights of intellectual and industrial property, will be owned by A.ST.IM S.R.L., without limitation of time or place . The material may be reproduced, used and exposed to A.ST.IM SRL, which may well have the right to edit photographs and video clips and create composite works, photomontages and complex works, solely for the purpose of achieving publicity material to promote their products. The buyer will get all the clearances may be necessary to ensure the use of the above. The purchaser consents to the use of his name and his image by A.ST.IM S.R.L. for promotional purposes, provided that such use complies with the reputation and dignity of the purchaser thereof, without A.ST. IM S.R.L. can buy the rights to the brand, company or teaches , even with the simple use .

## General

This contract is not transferable. It cancels and supersedes any other agreement between the parties regarding the same subject matter is the entire agreement reached between the parties on that object. Any amendment to this contract will be reduced to writing signed by both parties.

If A.ST.I.M. S.R.L. does not assert at any time, the rights which are recognized by one or more provisions of these Terms, this will not be construed as a waiver of such rights, nor will it prevent you from subsequently claiming their strict and timely compliance. Any communication between the parties must be made in writing to the same statement.

Although not specifically provided for in this agreement, the provisions of the Civil Code.

## Privacy - Information pursuant to art. N. 13 Of legislative decree 196/2003

According to D.Lgs. 196/2003 we inform you that the personal data you provide will be freely stored on paper and computer in full compliance with security measures for the protection of your privacy and will only be used for commercial purposes and contract. Such data will not be disclosed but may be communicated to professionals/consultants responsible for the fulfillment of legal obligations (accountants, tax, administration).

Providing such personal data is mandatory that any non-communication or miscommunication, of any of this information may result in the inability of the data processor to ensure consistency in processing and contractual arrangements to which it is performed and/or the possible mismatch of the results of treatment with the obligations imposed by tax legislation, administrative or employment to which it is addressed.

At any time, in accordance with art. 7 (right of access to personal data and other rights) of Legislative Decree mentioned above, you may access your personal information and to view, request changes or cancellation or oppose the use of them by contacting the holder of treatment.

## Applicable law and jurisdiction

The parties agree that this Agreement shall be governed by the laws of Italy.  
The Courts at A.ST.I.M.'s principal place of business shall have venue and jurisdiction for resolving legal disputes arising from and in connection with this Contractual Relationship.  
A.ST.I.M. shall also have the right to bring an action before a Court at Buyer's principal place of business.

## Annexes

The annexes are an integral part of this contract.

**A.ST.I.M. S.r.l.**

For acceptance .....

I declare that I have read, understand, and accept all of these terms and conditions of sale and specifically approves, pursuant to and for the purposes of articles. 1341 and 1342, having been the subject of an express treaty, the provisions of clauses:

OFFERS; VALIDITY OF OFFER AND ANY TERMINATION; DELIVERY; SHIPPING AND PACKING; QUALITY ASSURANCE; TESTING; PAYMENT; COMPLAINTS AND WARRANTY; EXPORT LICENSE; IMPORT LICENCES; RETENTION OF TITLE - DUTY TRANSFER NOTIFICATION AND PROTECTIVE EQUIPMENT AND IMPLEMENTING MEASURES; PROHIBITION OF ASSIGNMENT OF CONTRACT; LICENSE IMAGE; APPLICABLE LAW AND FORUM EXCLUSIVE JURISDICTION.

.....  
STAMP AND SIGNATURE

