

**Sales Terms and Condition of SED srl**

1. **QUOTATIONS:** All quotes are valid for 30 days from the date of the quotation unless otherwise noted.
2. **TAXES AND DUTIES:** tax shall be added to the selling price and shall be paid by the buyer.
3. **SHIPPING TERMS:** shipping costs are responsibility of the customers. All prices are EXW SED, Certaldo (Italy). Any obligation and responsibility of SED regarding the shipment is terminated once the goods are consigned to the carrier.
4. **DELIVERY DATE** Shipping promises are made in good faith; shipping dates appearing on orders confirmation forms. SED reserves the right to limit the value and/or quantity of any one shipment
5. **CHANGES:** No change in drawings or specifications or terms of sale may be made unless specifically agreed to in writing with SED srl. If such changes cause a material increase or decrease SED cost or in the time for performance of Buyer's order, Offer adjustments will be made by SED, and Buyer's order accordingly.
6. **WARRANTY: SED warrants the product sold to customer by SED as free from defect in materials and** workmanship for 12 months from the date of invoice. If the customer finds a defect within the warranty terms, he can communicate it in writing to SED srl and return the goods. SED srl examines the product and, if the defect is found - and it is ascertained that it is not deriving from accident, abuse, negligence, alteration, lightning damage, flooding, short circuits due to handling, repair, improper testing or co-use of any instruction provided by SED srl - SED srl replaces or repairs the goods at no additional cost to the customer. Transport from customer to SED srl and vice versa, are charged to the customer. SED srl reserves the right to replace the product with one equivalent to the one returned. All products returned under warranty must be returned properly packed to prevent any damage.  
SED srl does not guarantee the adequacy of a particular product for the use that the customer intends to make of it. The customer is required to evaluate the appropriateness of use for a specific application and communicate it to SED srl when requesting a quote or product development. The supply of prototypes is subject to NDA and at the end of the test period the customer is required to return the supplied prototype to SED srl. Prototypes are not marketable when shipped to customers and are not intended for use in a production environment. The prototypes must be used by the customer for the sole purpose of evaluation and in compliance with the parameters established between the parties. The customer is invited to test the product and inform SED srl of any problem or development idea of the same. SED srl retains all rights to the prototype and the materials provided for testing and reserves the right not to follow up on the release on the market of the prototype product if it does not have the same levels of performance, compatibility and safety as other SED brand products.  
The prototype product and technical support (where required) are provided without guarantees that the product is suitable for the use that the customer intends to make of it. SED srl cannot be held responsible for any damage or loss such as loss of profits, lost earnings or collateral damage even if made aware by the customer of the possibility of such damages.
7. **LIMITED WARRANTY:** the products sold are to be used only for the application specified to SED srl by the customer at the request stage and the warranty does not cover any different use of the product. SED srl cannot be held liable to the customer or third parties for consequential, accidental, indirect, or other damages deriving from or related to the products sold to the customer, even if SED srl is prevented by the customer on the possibility of such events. The limited warranty may be modified, limited or extended only and exclusively with the prior written agreement signed by the parties.
8. **DEFAULT OF THE BUYER:** in case of cancellation of the order by the customer or cancellation of the contract by SED srl for non-compliance of the buyer, the customer is charged in full as provided in the contract.
9. **FORCE MAJEURE:** SED srl is not responsible for any delays in delivery or non-delivery due to causes beyond the control and / or unforeseeable, such as force majeure, acts issued by civil or military authorities, fires, strikes, floods, delays in transport or difficulties in finding raw materials.
10. **SPECIAL TOOLS:** the buyer agrees to pay for any particular equipment, machinery or component, which are essential for the realization of the product requested and detailed in the order and which are not part of the instrumentation owned by SED srl. SED srl keeps the aforementioned machinery or components for their normal life cycle. In case of inactivity or inactivity, after 3 years SED srl will dispose of the aforementioned without notice.

11. **PENALTY CLAUSES:** Criminal clauses may exist and be applicable only where specifically mentioned and detailed in the contractor between the parties.

12. **PRICELISTS:** the LISTED prices may be subject to change without notice, are to be considered indicative and must be reconfirmed by SED srl through an ad hoc quote.

13. **INCONSISTENT PROVISIONS:** If buyer's acceptance of a quotation, proposal or acknowledgment of an order contains verbal, written, printed or stamped provisions and conditions inconsistent with the verbal, written, printed or stamped provisions and conditions of the quotation, proposal or acknowledgment, the provisions, and conditions of SED srl, the conditions detailed by SED srl prevail. By accepting the proposal and signing the contract, the customer accepts the terms and conditions contained therein.

14. **TERMS OF SALE:** bank draft (dated) 30 days. In some cases, a different form of payment may be required, or a different form of payment may be agreed.

15. **CLAIMS:** Except as provided in these Terms and Conditions or in any other written communication of SED srl, all claims for deficiencies or delays in delivery, will be taken care of by SED srl only if submitted no later than 10 days from the date of delivery of the goods.

16. **JURISDICTION AND APPLICABLE LAW:** For services and goods sold, the Italian law applies, under the jurisdiction of Florence Court.