

TERMS AND CONDITIONS OF SALE

Foreword

The supplies and repairs managed by Logic S.r.l. are governed by the following conditions, except derogations resulting from specific written agreements. These conditions are considered implicitly accepted by those who have commercial relations with Logic S.r.l. and replace any other existing condition.

Orders

The sending of a purchase or repair order and its execution, imply the fully acceptance by the customer of these terms and conditions of sale. The order becomes binding by both the parties when Logic S.r.l. will send an order confirmation or will provide the requested goods.

The orders must be sent in writing and completed with the following information:

- Name, business name and address of customer
- Fiscal code, VAT number, business name, valid fiscal address for the header of the invoice
- Business name and address of consignee of the goods
- Progressive number and date
- Product name and its identification code
- Requested quantity / agreed price
- Reference to the offer previously issued by Logic S.r.l.

The goods can be provided only in standard packages or in the minimum quantity, if indicated.

All commercial documentation (brochures, catalogs, data sheets, etc) published by Logic S.r.l. are valid only for information purposes and do not constitute any formal offer.

Risk related with repairs

By sending the goods for repair to Logic S.r.l., the customer implicitly accepts the existence of some risks. Indeed it is possible that the goods could be hopelessly damaged during the operation of repair. In these cases, which represent less than 0,5% of the total, Logic S.r.l. will not charge any cost to the customer. The latter, on the other hand, won't pretend any refund from Logic S.r.l. having, implicitly, accepted the risk.

Prices

All prices are net of VAT but inclusive of packaging and shipping. Unless different agreements between both parties, the products supplied does not include installation, instruction, calibration, maintenance or other complementary services.

Payments

The payment conditions must always be agreed with Logic S.r.l. at the moment of the request of quotation and will appear on the sales invoice. The payment conditions indicated will be applied in the offer, and consequently in the invoice, even if different condition have been indicated in the order by the customer. The invoices payment must be made within the agreed period and can not be suspended or delayed, not even in case of disputes of any kind or defects of the goods. Any delay will authorize Logic S.r.l. to charge any default interest, without prejudice to any further right to be asserted in the appropriate places.

Partial or split payments of a single invoice will not be accepted, unless specifically agreed in writing with the administration. Similarly, no charges or commissions on payments are accepted.

Compensation and withholding are not permitted for any counter-claims of the purchaser or client, as well as for disputes and exceptions

The collection of the sum constitutes the only valid payment method while the sending of bills or any security that creates a payment obligation cannot be considered as a payment. If the customer has not

complied with payment obligations, or has made a late payment, Logic S.r.l. reserves the right to modify the payment condition in place and eventually suspend supplies and refuse new orders, as well as terminate any other contract in progress. Logic S.r.l., in these cases, will be authorized to claim compensation for damages for non-fulfillment, as well as to inhibit the purchaser from reselling the goods and to regain their availability.

Delivery

The delivery terms are indicative and do not bind Logic S.r.l., which reserves themselves to supply the goods to the best of its availability. Therefore, Logic does not accept complaints or refusals from the buyer due to delivery the of goods on different dates from those indicated in the offers or in the purchase orders (PO). Any delivery delays, due to major forces, can not give rise either to claims of damages, or cancellation, or reduction and/or modification of the PO. Cases of major forces include, for example, those of supplier default, machinery breakdown, rail service interruption or circulation, shortage of carriers on the market or their default, strikes and similar other circumstances not attributable to Logic S.r.l.

Transports

Transport cost will be charged to Logic S.r.l. unless otherwise written agreed with the buyer. All risks during transport are under the purchaser's responsibility, even if Logic S.r.l. will manage the delivery, the shipping method and the costs. The goods are insured only if expressed required by the purchaser in writing, on his behalf and at its expense.

Complaints / returns

To be valid, the complaints, will have to be sent in writing within 8 days from the receipt date of the goods. Verbal complaints are ineffective. Any complaints about the quantity, condition and quality of the goods must be made in writing, either to the carrier immediately at the moment of withdrawal (affixing the control reserve), or to Logic S.r.l. within the eighth day after arrival, under penalty of forfeiture of the right to replacement.

The return can only be made once authorization has been received from Logic S.r.l.. Whatever attempt to return, made in a manner inconsistent with the above description, will be automatically rejected and its shipping costs will be fully charged to the purchaser. The good must be returned in perfect condition, in its original packaging, intact and complete of any accompanying documentation. Any restoring costs of the product into its original condition will be charged to the buyer. If the restoring is not possible and the product is irreparably damaged or heavily worn, the return is intended to be rejected.

The goods returned to Logic S.r.l. must travel properly packaged at the expense of the customer. Failure to comply with this precaution will result in non-acceptance / replacement should the goods arrive damaged.

In the presence of faults or defects correctly contested, Logic S.r.l., excluding any further form of guarantee, undertakes at its choice to replace or repair the defective goods.

Complaints or objections concerning part of the goods shall not release the purchaser from the obligation to collect the remaining quantity of the goods and in the manner stipulated in the order. In any case, it is understood that the purchaser shall not be entitled to claim compensation for indirect damages, loss of profit or loss of production, nor shall be entitled to claim compensation for sums exceeding the value of the goods supplied.

If the purchaser is a reseller of the goods or services purchased, he/she will not have any right of recourse against Logic S.r.l. for any defects or lack of conformity contested by the final purchaser and even less for any discrepancies from the contractual conditions.

Exchange returns

Products returned by the buyer in order to take advantage of particularly discounted prices (returns for exchange) must be shipped within 20 working days from the delivery date of the product supplied by Logic

S.r.l.. After this period has elapsed, further costs shall be charged to the buyer in accordance with the express terms of the offer. In the absence of any indication in the offer, the additional cost charged to the customer shall amount of Euro 1.500,00 + VAT.

Products in temporary use

The products in temporary use supplied by Logic S.r.l. are used under the total responsibility of the purchaser, who is completely liable for them, even in case of misuse, neglect, willful misconduct, tampering, theft, fire, vandalism or natural disaster.

Obligations for distributors

If the buyer is a distributor, she/he must comply with the traceability obligations foreseen by the Regulation (EU) 2017/745 (Medical Devices Regulation - MDR) and subsequent updates. The buyer also ensures that the goods are stored and handled in accordance with the instruction for use or product labeling.

Warranty conditions

Every product sold by Logic S.r.l. is covered by a warranty indicated in the offer. In the case of brand new products, the warranty shall not be less than that provided for by current legislation. The warranty starts from delivery date or from date of testing if this is necessary. In addition, the following clauses are applied:

- The warranty covers constructions defects of parts or components. The warranty covers the complete and free replacement of defective parts. Tampering or modifications to the product by unauthorized third parties will invalidate any warranty rights.
- In the case of repair work, the warranty applies only to the parts repaired and involved in the work.
- Normal wear and tear of the products is not covered by the warranty.
- The purchaser loses the right to the warranty, if he does not report the defects in writing to Logic S.r.l. within 8 days from their discovery.
- The warranty is not valid if the appliance has not been used properly or if there is malicious intent.
- The assessment of the defect and the possible recognition of the warranty are made on the basis of the unquestionable judgment of Logic S.r.l.

In addition, the customer, if he does not purchase the products as an end user, expressly acknowledges that the warranty Logic S.r.l. in relation to the same will in any case be limited to that described above, it being understood that any wider warranty provided by the manufacturer, seller or any other intermediary, applicable laws (including consumer protection laws) will be exclusively and integrally provided by the customer.

Treatment of personal data

Personal data is handled in accordance with the relevant legislation.

Place of jurisdiction

Any dispute relating to the application, execution, interpretation and violation of the contract entered into by the customer with Logic S.r.l. is subject to Italian jurisdiction and the court of Trieste is competent.