

GENERAL DESIGN CONDITIONS OF
INTEA ENGINEERING TECNOLOGIE ELETTRONICHE APPLICATE
S.R.L.

1) Nature, validity and effectiveness of the general conditions.

1.1 These general conditions govern the modalities that regulate the single design contracts concluded between **the Customer** and **Intea Engineering Tecnologie Elettroniche Applicate s.r.l.**, VAT code 12187650150, having the registered and operating office at - - 25057 – Sale Marasino (BS), via Chiusure n. 20 (hereinafter also referred to, simply, as Intea).

1.2 The Customer may not invoke or rely on conditions different from those included in these general conditions. Therefore, the possible conditions specified in writing in the "Design request" sent by the Customer or, in any case, indicated in brochures, catalogues, website, designs or invoices and so on shall not be valid.

The possible special conditions and/or derogations or changes to these general design conditions have to be specifically approved in writing by Intea.

Therefore, any clause included by the Customer in the "Design request", which is contrary to what it is stated or referred to in these general conditions, shall be deemed invalid.

1.3 These general conditions shall be valid for an indeterminate period and, in any case, shall be deemed known by the Customer, as a result of the signature and/or the conclusion of the product design contract.

1.4 The possible verbal agreements, statements or commitments of Intea agents, made before, at the same time or after the publication of these conditions on the website will not bound Intea, unless confirmed in writing by the latter.

2. Ordering method.

2.1 Preparatory stage of the Project (possible).

In the case where the Customer wishes to entrust Intea with the realisation of a Project, it is bound to send a written document to the latter, also by e-mail, named "Design request", containing at least the following information in its possession:

- the idea of the project to be realised;
- the description of the performances requested (voltage limits, temperature range, general protection and safety measures....);
- details of the hardware, software and firmware;
- the drawings;
- the mandatory components (the mark, the models of the microcontrollers, the relays or of any other component, in general...);
- the CAD data;
- the regulations in the field of electrical safety, electromagnetic compatibility and other, with which the Project has to comply;
- any other item, document and/or information useful for the realisation of the Project.

After receiving the "Design request", Intea will examine the material provided by the Customer and, with the participation of and the constant input from the Customer, and on the basis of the documentation sent by the latter, will prepare a document named "Functional specification", containing all the information, the knowledge and any other element required for the launch of the execution phase of the Project, including, as appropriate, the functional specifications of the product to be produced, the data architecture, the software architecture, the materials used, the procedural activities, the timetable, the execution processes, the performance features of the products, etc....

Once the document "Functional specification" is prepared, Intea will submit it for approval to the Customer, together with the "Design offer", containing a cost estimate and the timeline for the realisation of the Project.

The Customer has to confirm the above-mentioned "Design offer" within 5 days from the receipt thereof, by sending Intea, also by e-mail, a document named "Confirmation of the Design offer", otherwise, the contract will not be concluded and the parties will not bear any tie and/or obligation.

2.2 Development phase of the Project.

In the absence of the "Preparatory phase of the Project" stipulated at point 2.1 above, once Intea receives the "Design request" from the Customer, also containing the "Functional specification", it will send to the latter, before starting the Project, a "Design offer", containing a cost estimate and the timeline for the realisation of the Project.

The Customer has to confirm the above-mentioned "Design offer" within 5 days from the receipt thereof, by sending Intea, also by e-mail, a document named "Confirmation of the Design offer", otherwise, the contract will not be concluded and the parties will not bear any tie and/or obligation.

3. Technical Project documentation.

3.1 The "Functional specification", approved and/or sent by the Customer, may be changed or altered at the explicit request of the Customer.

In the case where the possible changes and/or variations requested by the Customer have an impact on the timeline and the costs of the Project, before making the changes, Intea will send to the Customer a summary sheet, containing the timeline and the additional costs, which must be specifically approved by Customer, otherwise the changes will not be made.

3.2 Intea will not be liable for the possible delays in the development of the Project, caused by the failure by the Customer to send the information and/or the documents requested.

4. Testing procedure.

4.1 Once the design phase is completed, Intea sends the Customer a prototype and/or a pre-series of the products made in accordance with the "Functional specification" in order to carry out the testing operations.

4.2 The Customer has the exclusive expertise and responsibility for carry out the testing and approval operations, intended to check, with its own experts, if the "Functional specification" is appropriate and complies with the intended use of the product, and if the Project realised on the basis of the "Functional specification" complies with the legal provisions and the requirements of the specification. All the costs related to this activity will be borne by the Customer, and INTEA may not bear any responsibility in the case where possible defects are identified in this phase.

5. Intellectual and industrial property

The Customer has the duty and bears the responsibility for checking if the Product commissioned to INTEA for design and/or production is protected by a patent and/or by other intellection and/or industrial property right of third parties. The SUPPLIER has to carry out this check, at its own cost, before entrusting INTEA with the task.

INTEA may not be held liable in any case for the violation of intellectual and/or industrial property rights of third parties, concerning the designed products and/or the products on behalf of the Customer, which will be liable on their own for such violations and will undertake to hold harmless and to indemnify INTEA for any claim for damages of third parties, concerning the violation of intellectual and/or industrial property rights of third parties.

6. Interdiction to divert the staff.

The Customer undertakes and commits without exception to INTEA that it shall abstain from proposing, directly or indirectly, any employment opportunity to the employees and/or the collaborators and/or the advisers, also external (acting individually or under the form of a company) of INTEA, even though not directly involved in the performance of this contract, for a period of 5 (five) successive years from the closure of the commercial relationships between the Parties.

The violation of this interdiction shall give rise to the obligation for the Customer to compensate INTEA for all the damages incurred.

7. Judicial body and exclusive forum.

7.1 The judicial body with jurisdiction to hear the disputes concerning the existence, the performance, the interpretation, the validity, the non-performance or the termination of these general design conditions shall be exclusively the Italian one.

7.2 The Parties agree that only the Brescia Tribunal (Tribunale di Brescia) (BS-Italy) will have the jurisdiction to hear any dispute deriving from or related to these general design conditions, including any dispute concerning the existence, the performance, the interpretation, the validity, the non-performance or the termination of these conditions.

8. Applicable law.

These general design conditions are governed by and have to be construed only according to the Italian laws.

The application of the Vienna Convention and of any other international convention is excluded, as the regulation of these general design conditions and all the disputes related to them are exclusively left to the application of Italian law.

9. Personal Data Processing

Pursuant to EU Regulation no. 2016/679 (GDPR) to the Legislative Decree 196/2003, with the subsequent amendments and supplements, INTEA and the SUPPLIER acknowledge that they informed each other and mutually agree that the personal data collected in order to formalize the supply contracts regulated by these general conditions are subject to the processing in the Customers/Suppliers archive, in order to meet civil and tax requirements and for management, statistical, commercial and marketing purposes.

10. Final provisions.

10.1 The original text of these general design conditions is drawn up only in the Italian language and it is the only one which is authentic and binding for the parties.

10.2 Without prejudice to the provisions of point 10.1 above, the original Italian text of these general conditions may be also translated by INTEA in other foreign languages for the sole purpose of facilitating the dissemination of the provisions thereof amongst its SUPPLIERS and without this affecting in any way the exclusive validity of the Italian text between the parties.

10.3 These general conditions shall repeal and replace the possible previous general design conditions, both written and verbal, existing between INTEA and the SUPPLIER.

10.4 In the case where one or several clauses of these general conditions or of the order confirmations is/are annulled or declared null or unenforceable according to the law, the validity of the remaining clauses shall remain intact.

10.5 The failure to enforce any agreement, right or power stipulated herein will neither impede, nor compromise the right to enforce later such provisions, rights or powers or any other provision, right or power granted by these general conditions.

10.6 All the licence rights concerning the production, the marketing, the sale and the use of the products designed by the SUPPLIER, as well as all that is discovered, invented and designed in any way, in the performance of the supply relationship, are and will be the exclusive property of INTEA.