

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale, unless expressly waived and approved in writing by the Parties, govern all commercial relations between the Buyer (hereinafter also referred to as the "Purchaser") and Cistelaier S.p.A. (hereinafter "Cistelaier" or "the Seller" and, jointly with the Buyer, hereinafter also "the Parties") and prevail over any other disagreeable clause included in forms, orders or other documents prepared by the Parties, even if not expressly contested, including any different clause that may be affixed by the Purchaser in its general terms and conditions of purchase, without prejudice to the modifications and additions permitted by these General Conditions or expressly approved in writing by Cistelaier S.p.A..

These General Terms and Conditions are considered to have been fully accepted by the Purchaser upon signing the Order Confirmation sent by Cistelaier S.p.A. or, in the absence of such an Order, if nothing is pointed out in writing, within 3 (three) working days of receipt of the Order Confirmation.

### 1. Products/Services

Cistelaier S.p.A. manufactures the products and/or services requested by the Purchaser on behalf of the Purchaser, based on a project provided by the Purchaser that Cistelaier S.p.A. merely executes. It is in the Buyer's interest and responsibility to provide complete and error-free designs. In any case, Cistelaier S.p.A. is only responsible for the correct manufacture of the products, which must comply with the designs provided by the Purchaser.

It is not Cistelaier S.p.A.'s responsibility to identify and/or report to the Purchaser any errors in the project provided by the Purchaser. Consequently, Cistelaier S.p.A. will never be responsible for the incorrect operation of the product or for the impossibility of assigning it to the use predetermined by the Purchaser, except in the event that this is determined by Cistelaier S.p.A.'s failure to comply with the instructions provided in the project. The services offered by Cistelaier S.p.A. do not guarantee that all errors and inaccuracies in the customer's documentation will be identified before the start of production. The liability of Cistelaier S.p.A. is limited to the standard control of the workability of the boards, according to the technical specifications of the relevant service. For anything not expressly defined in the technical documentation, the products/services will be manufactured in accordance with the acceptability criteria defined by the IPC A 600 H – Class 2 standard.

Cistelaier S.p.A. may entrust to other companies owned by the Group to which it belongs, or to others it trusts, the execution of any of its obligations arising from the order without the prior written consent of the purchaser, unless otherwise agreed between the Parties. Cistelaier S.p.A. remains solely responsible for all work carried out on the basis of the order by its Personnel and/or by one or more subcontractors, whoever they may be.

### 2. Order and Order Confirmation

The sending of the Order by the Buyer implies the acceptance of these general terms and conditions of sale. Cistelaier S.p.A. undertakes to return the Order Confirmation to the Purchaser within 5 (five) working days from receipt and approval of all the necessary and suitable documents for the correct processing of the Purchase Order received by the Purchaser.

Orders and Order Confirmations, which must always be drawn up in writing, may also be sent by e-mail.

Orders are considered accepted and binding for Cistelaier S.p.A. only after the relevant order confirmation has been sent.

Any order received and confirmed by Cistelaier S.p.A. is considered valid for the execution of the entire quantity, even if the delivery is scheduled with several staggered deliveries.



Any withdrawal or suspension of Orders already confirmed may only take place with the consent of Cistelaier S.p.A. which, in any case, reserves the right to invoice the Buyer an amount representative of the commitment incurred up to the time of suspension.

The maximum time limit for the suspension of a Purchase Order will be agreed between the parties. After this period, Cistelaier will be entitled to charge the Purchaser the amount communicated to the Purchaser at the time of the suspension to cover the commitment incurred up to that moment.

Cistelaier S.p.A. reserves the right to refuse any modification that may alter the technical specifications, worktops, quantities and delivery times indicated in the order confirmation. If the rejection of the modification request causes the Buyer's interest in the supply, as originally ordered, to be immediately notified to Cistelaier S.p.A. and will in any case be required to pay the agreed amount.

Unless otherwise agreed and accepted by Cistelaier S.p.A. with the Order Confirmation, the supply of products is subject to the quantity tolerance expressed in the offers made by Cistelaier S.p.A.

Unless otherwise agreed in writing between the Parties, the contracts stipulated and governed by these General Terms and Conditions of Sale shall be deemed to have been concluded at the registered office of Cistelaier S.p.A. and executed with the collection of the goods by the Buyer or with delivery to the carrier.

Unless otherwise agreed, the delivery is EXW (*Ex Works*) Cistelaier plant located in Modena.

Even if the agreed return is different from EXW, the Date shown in the Order Confirmation corresponds to the Shipment Date from the Cistelaier S.p.A. warehouse.

If the Order Confirmation contains changes with respect to the Order, the changes shall be deemed to have been tacitly accepted by the Purchaser after 5 (five) working days from receipt of the Order Confirmation without the Buyer having expressed his disagreement in writing.

In any case, the staff of Cistelaier S.p.A. will take care to highlight the variations that emerged during the order confirmation phase with respect to what is contained in the order received from the Buyer.

Cistelaier S.p.A. may entrust to other companies owned by the Group to which it belongs, or to others it trusts, the execution of any of its obligations arising from the order without the prior written consent of the purchaser, unless otherwise agreed between the Parties. Cistelaier S.p.A. remains solely responsible for all work carried out on the basis of the order by its Personnel and/or by one or more subcontractors, whoever they may be.

### **3. Pricing and price adjustment**

The prices of the products and/or services subject to the supplies regulated by these General Conditions are those indicated by Cistelaier S.p.A. in the Order Confirmation.

Unless otherwise provided in writing, the Prices do not include loading, transport, shipping, special packaging, taxes, duties, customs duties of any kind, storage and any other expense not specifically indicated in the Order Confirmation.

In the event that difficulties in the supply of raw materials or any other event attributable to force majeure, as defined in paragraph 10., which is beyond the control of Cistelaier S.p.A., leads to an increase in the cost of raw materials or any other cost inherent in the production, transport, storage and/or storage of the supply, such as to cause an alteration of the contractual equilibrium, to their own economic detriment, the Parties will agree to a revision of the Prices.

This update will take place following formal communication of the price increase on the initiative of the Seller.

The adjustment of the price must be agreed within a reasonable time, and in any case, no later than 15 working days from the receipt of the new price list by the Buyer.

In the event that, within the aforementioned period, the Seller does not receive formal acceptance of the price revision, or an agreement is not reached on the adjustment of the same, the contract may be terminated by the Seller due to excessive onerous occurrence, in any case giving timely notice to the Buyer.

### **4. Terms of payment**

Payments must be made at the registered office of Cistelaier S.p.A., regardless of the agreed means of payment. Unless otherwise indicated in the Order Confirmation, payments must be made within 30 (thirty) days from the date of delivery of the products and/or services, as specified in point 5 below, by bank transfer to the bank and to the current account indicated by Cistelaier S.p.A.

An exception is the first order of each new customer which, unless otherwise agreed, must be paid before shipment to confirm the goods are ready by Cistelaier S.p.A..



The Parties, notwithstanding the provisions of the Law on the fight against late payment in commercial transactions Article 5 of Legislative Decree 231/2002, as amended by Legislative Decree 192/2012, declare and expressly accept that, in the event of late payment, provided that the non-payment is attributable to the Buyer and subject to the latter's formal notice by the Supplier, interest on arrears is set at the 6 (six) month Euribor rate plus 5% (five percent). Default interest will not be charged on invoice amounts formally disputed by the Buyer.

The Supplier may suspend the delivery of the Goods and/or the performance of the Service as a result of the non-payment of certain invoices by the Buyer.

This is without prejudice to Cistelaier S.p.A.'s right to request reimbursement of all costs incurred for the preparation of orders in progress, as well as compensation for any other damages.

Any other orders of the Buyer already in the portfolio that Cistelaier decides to honour will be processed or advanced only against advance payment.

The Purchaser may not suspend, delay, withhold or offset the sums of money due to Cistelaier S.p.A. in payment for supplies, for any reason, not even in the event of a dispute, complaint or delay in delivery by Cistelaier S.p.A. Interest on arrears as provided for by Legislative Decree no. 231 of 9 October 2002 accrues on the sums due to Cistelaier S.p.A. in execution of the contracts entered into with Cistelaier S.p.A., starting from the date following the date of payment indicated on the invoice, without the need for formal notice.

## **5. Delivery**

Unless otherwise agreed, the delivery of the products to the Buyer is carried out "ex works" at the Cistelaier S.p.A. plant located in Modena, according to the INCOTERMS - EXW (*Ex Works* - Modena Plant) agreements. The loading and transport of the products, even if returned in "Free Carriage", CPT (*Carriage Paid To*) or DAP (*Delivery At Place*) according to the INCOTERMS conventions, remains at the expense and at the total risk of the Buyer.

Insurance costs are the responsibility of the Buyer.

The delivery period shall run from the most recent of the following dates:

- the date of confirmation of the order
- the date on which the seller receives the necessary documents for production, or
- the date on which the documents are eligible for execution of the order.

Unless otherwise agreed between the Parties, the delivery terms communicated by Cistelaier S.p.A. are indicative and do not have an essential nature of the service.

Any obligation to compensate for damages for any reason and order in the event of delayed delivery is expressly excluded. Any delay in delivery cannot lead to the cancellation of the order.

The delivery of the products and/or services is considered to have been made on the date of preparation of the goods for loading and shipment. Unless otherwise agreed in writing, the terms for payment of the supply specified in point 4 above will start from that moment.

From the date of delivery, as identified above, all risks associated with the products being supplied pass to the Buyer.

Cistelaier S.p.A. has the right to ship the goods with its trusted carrier in the event that the Buyer has not collected the goods within 5 (five) days from the date of notice. Also in this case, the costs and risks of transport are fully borne by the Buyer, as well as the insurance costs.

Upon receipt of the supply, the Buyer is obliged to verify the integrity of the packages received and the correspondence between what was ordered, what was shipped from the shipping documents and what was actually received. In the event of discrepancies, they must be expressly and detailed indicated by the Buyer in a specific report signed by the carrier. This obligation remains even if it has been agreed that the shipment will be carried out at Cistelaier's expense. In the absence of a specific objection signed by the carrier, nothing can be contested or requested from Cistelaier except as provided for in point 8 below.

The report must be received by Cistelaier S.p.A. no later than 5 (five) working days from the date of shipment. After the expiry of this period, no objection may be raised against Cistelaier, unless otherwise agreed in writing. Cistelaier will not, in any case, accept any return of material except with its written authorization and the issuance of a specific RMA (*Return Merchandise Authorization*).



## **6. Retention of title**

Cistelaier retains ownership of the goods sold until the actual payment is made by the Buyer.

Cistelaier reserves the right to withdraw the goods sold, as the rightful owner, in the event of total or partial non-payment by the Buyer.

These provisions do not in any way prevent the transfer to the Buyer of the risks of loss or deterioration of the goods and the damage they may cause, starting from delivery.

The Buyer has the right to proceed with any processing or sale operation relating to such goods, it being understood that even in this case we reserve the right to claim them in any case in the event of total or partial non-payment of the amount due by the Buyer.

## **7. Copyright and Intellectual Property**

Since the products commissioned by the Purchaser are not designed by Cistelaier, the Purchaser declares that he/she is in possession of all the rights (ownership, copyright, etc.) or the necessary authorizations to deliver to Cistelaier the documents, drawings and other technical project information useful for the realization of the printed circuit board subject to the contract.

The purchaser will therefore indemnify Cistelaier S.p.A. against any loss or damage that may occur due to improper reproduction. The Buyer shall retain ownership or, in any case, responsibility for the use of all information transmitted to Cistelaier for the execution of the order.

Cistelaier, for this purpose, will develop the so-called "equipment" which will remain its property and which under no circumstances can be claimed by the Buyer.

The price invoiced by Cistelaier to the Purchaser for such "equipment" shall be deemed to be a mere contribution to the costs incurred by Cistelaier for its development.

## **8. Warranty and Liability**

Cistelaier manufactures products and/or services on behalf of the Buyer based on a project provided by the Buyer.

Cistelaier guarantees the conformity of the printed circuit board with respect to the technical documentation provided by the Purchaser.

The warranty is limited only to the electro-mechanical correspondence of the printed circuit board to the technical specifications of the project provided by the Purchaser.

Cistelaier has no responsibility and no liability can be attributed to it in relation to the functionality that the printed circuit board must perform in the target equipment.

It is not Cistelaier's responsibility to identify and/or resolve any errors in the Buyer's project. Cistelaier will never be responsible for the incorrect operation of the product or for the impossibility of allocating it to the use predetermined by the Purchaser, except in the event that this is determined by Cistelaier's failure to comply with the instructions provided by the Purchaser for the construction of the printed circuit board.

Cistelaier's liability is limited to verifying the feasibility of the printed circuit board according to the technical specifications received from the Buyer and, once any constraints on feasibility have been resolved, to its production according to the technical specifications finally agreed with the Buyer.

For anything not expressly defined in the technical documentation, the products/services will be manufactured in accordance with the acceptability criteria defined by the IPC A 600 H – Class 2 standard.

Without prejudice to what is described in point 9., the products made are guaranteed for 2 (two) years from the date of delivery of the same, carried out in accordance with the provisions of these General Terms and Conditions of Sale and the purchase order.

The Warranty

- is limited to the obligation to repair, replace or modify printed circuit boards made in a manner that differs from the design provided by the Purchaser. No other legal and/or conventional warranty is provided by Cistelaier to the Buyer;
- it may not be suspended or prolonged under any circumstances as a result of non-use of the products;
- it does not apply if the purchaser has not mentioned the intended use of the printed circuit board and has omitted sensitive technical information, in particular, but not by way of limitation, in the case of equipment operating in critical conditions;



- it also does not operate in the event of non-fulfilment by the Purchaser of the obligations contractually assumed by the same;
- operates on the condition that the products made and supplied by Cistelaier have not been altered in any way by the Purchaser without the prior written consent of Cistelaier;
- operates on the condition that the products made and supplied by Cistelaier are stored in closed places and kept in their original packaging, away from light, heat, bad weather, electrical or electromagnetic contamination until the moment of their use;  
It does not operate for damage caused by normal wear and tear, incorrect use, incorrect and/or negligent maintenance and/or storage and by any damage caused by incorrect operation and/or unauthorized repair.

Any obvious defects must be reported to Cistelaier promptly after the relevant confirmation and in any case never beyond the expiry date of the surface finish.

Since this is the cut-off date beyond which Cistelaier no longer guarantees the suitability of the surface finish for the assembly of electronic components, it is assumed that the printed circuit boards supplied by Cistelaier will always be assembled by that date. After this period, Cistelaier will no longer accept complaints from the Buyer for obvious defects.

Any hidden defects, i.e. defects that cannot be detected before the assembly of the electronic components, must be reported to Cistelaier promptly after the relevant confirmation and in any case never after the expiry date of the printed circuit board warranty.

After this period, the supply will be deemed to have been accepted without reservation by the Buyer.

Any complaints must be made in writing directly to Cistelaier S.p.A. and contain an indication of the product code, the batch to which it belongs and its delivery date, as well as a detailed description of the defects found. The Purchaser must keep the defective products, as well as their packaging, available for a reasonable period of time in order to allow for any inspections and may not, without the written authorization of Cistelaier S.p.A., proceed with their return.

The warranty referred to in this article only covers material or workmanship defects manifested under normal conditions of use of the product and cannot extend to defects caused by the incorrect assembly or installation of the products by the Purchaser or third parties, improper use or misuse with respect to normal operating modes, insufficient maintenance, normal wear and/or repairs or interventions by third parties without the consent of Cistelaier.

In the event of the recognition of defects, Cistelaier will proceed as soon as possible, compatibly with the time required for the repair or production of the disputed printed circuit boards, to the repair or replacement of the defective parts free of charge, or to the refund of the price paid by the Buyer in relation to the defective product. No other form of warranty and/or compensation may be claimed by the Purchaser, and any liability for direct, indirect, incidental or consequential damages, as well as those caused by production stoppage, loss of profit, loss of opportunity, damage to image and/or reputation that may result from the defectiveness and/or non-conformity of the products, which must therefore, to the extent permitted by law, shall be deemed expressly waived by the Purchaser.

Any objections by the Buyer, as well as the initiation of any legal action by the same, shall not in any case entitle the Buyer to suspend or delay the contractually provided payments.

Returns of material not previously approved in writing will be rejected (at the sender's expense). Cistelaier assumes no responsibility in the event of loss and/or damage to property as a result of rejection.

## **9. Warranty Conditions: Storage and Packaging of Products**

The validity of the warranty is subject to compliance with the following conditions of storage and preparation for use of printed circuit boards:

- (i) Up to the time of assembly, the printed circuit boards must be
  - a. stored in their original packaging
  - b. stored away from light and heat, in a dry place, and stored at a constant and controlled temperature (maximum humidity 40% and temperature  $20 \pm 5^{\circ}\text{C}$ ).



Although Cistelaier S.p.A. products undergo firing cycles during processing, it must be considered that these are shipped regardless of climatic conditions and that, unless otherwise agreed, the packaging used does not protect against humidity conditions, therefore the conditions may not always be optimal.

Temperature changes of 7°C are sufficient to create condensation in the packaging of printed circuit boards.

Cistelaier will not accept complaints for products that are not properly stored or stored.

- (ii) As required by the technical standards, before being subjected to the assembly processes, printed circuit boards must be conditioned through a drying phase in a static oven in the following ways:
  - boards stacked on special supports (racks) in order to keep them spaced out or in packages of no more than 10 pieces
  - up to 12 h at temperatures between 121-140°C (cf. MIL-55110)

It should be noted that conditioning cycles involve an aging of finishes such as chemical Sn, chemical Ag and OSP: it should therefore be considered that 2 hours at 130°C correspond to about two months of aging.

In the case of particularly sensitive products, it should be taken into account that these finishes can be re-executed; in the case of chemical Ni/Au finishes, it is possible to carry out surface treatments to reactivate the surface. These interventions are not included in the execution of the order and must be managed with a specific request to Cistelaier.

Cistelaier will not accept claims for products that have not been properly conditioned prior to their use. The following tables (Tab. 1 and Tab. 2) summarize by product type the correct conditioning times and the times after conditioning in which the printed circuit boards can be used before the laminate absorbs moisture again and needs to be conditioned again.

Conditioning							
Single-side e Double-side FR4	Multilayer FR4	Multilayer Hybrid structure	Rigid-flex fino up to 2 layers	Rigid flex fino up to 3 layers	Rigid flex fino up to 4 layers	Rigid flex from 5 aup to 8 layers	Rigid flex with more than 8 layers
130°C 2H	130°C 2H/4H	130°C 2H/8H	130°C 2H	130°C 2H/4H	130°C 2H/4H	130°C 2H/6H	130°C 2H/8H

Tab. 1

Time within which to use conditioned circuit boards							
Single-side e Double-side FR4	Multilayer FR4	Multilayer Hybrid structure	Rigid-flex fino up to 2 layers	Rigid flex fino up to 3 layers	Rigid flex fino up to 4 layers	Rigid flex from 5 aup to 8 layers	Rigid flex with more than 8 layers
24 H	8 H	8 H	8 H	6 H	6 H	6 H	6 H

Tab. 2

- (iii) perform the assembly process before the finish retention period expires, according to Table 3. The PEAK TEMPERATURE, during the welding phase, must be adjusted according to J-STD-033A standards and, in any case, must never exceed 260°C for more than 10 seconds and more than 2 times. A 10-day drying cycle at 90°C is required before localized rework on boards with moisture-sensitive components.



Depending on the type of surface finish, the weldability conditions are guaranteed according to the following table:

<b>Finish</b>	<b>Lifetime Guarantee</b>	<b>Notes</b>
Enig (Au Chemist)	6 Months	Additional 6 months after refresh
Sn Chemical	3 Months	Extendable with rework
Hal/Hal Lead Free	12 months	
Ni/Au Electrolytic	12 months	
Chemical Silver	6 Months	

Tab. 3

### 10. Force Majeure

Cistelaier cannot be held liable for the non-fulfilment of its contractual obligations, in the event of a Force Majeure event beyond its control and such as to prevent, in whole or in part, the fulfilment.

It is Cistelaier's burden to prove that the breach is attributable to Force Majeure. Such proof will not be necessary whenever Force Majeure is invoked due to: a) war (declared or not), extensive military mobilization; riot, revolution, insurrection, acts of terrorism or piracy; (b) currency or trade restrictions, embargoes, sanctions; (c) acts of authority, lawful or illegitimate, governmental orders, (d) plague, epidemic, natural disaster or extreme natural event; (e) explosion, fire, destruction of equipment, prolonged suspension of transportation, telecommunications or energy; (f) generalised social conflicts, such as in particular boycott, strike and lockout, white strike, occupation of factories and buildings.

Cistelaier shall promptly notify the other party and shall not be held liable for damages resulting from the breach. If the Force Majeure event that led to the non-performance continues for a period of time such as to substantially deprive Cistelaier's interest in the services provided for in the contract, Cistelaier shall have the right to terminate the contract itself, giving reasoned notice to the other party within a reasonable period.

### 11. Protection of personal data

11.1 The Parties, for the purpose of managing the existing business relationship between them, mutually undertake to comply with all obligations provided for by the General Regulation (EU) 2016/679 on the "protection of natural persons with regard to the processing of personal data and on the free movement of such data" ("GDPR"), as well as, within the limits of its applicability, to Legislative Decree no. 196/2003 and to the provisions of the Authority for the protection of personal data.

11.2 By signing these General Terms and Conditions of Sale, each party, to the extent of its respective competence, acknowledges that its own data and/or those of its employees and/or collaborators, involved in the executive activities of the commercial relationship in place between the same Parties, may be communicated to the other party and processed by the latter as an independent Data Controller for the purposes strictly functional to the establishment and the performance of the above business relationship.

### 12. Duty of confidentiality

The Buyer is required to observe the strictest confidentiality on all technical (such as drawings, prospectuses, formulas and correspondence) and commercial (including contractual conditions, purchase prices, payment conditions) information learned in execution of the contract. The obligation of confidentiality is assumed for the entire duration of the contract, as well as for the period following its execution. The violation of the obligation of confidentiality entails the obligation for the Buyer to compensate for all damages that may result.



### 13. Applicable law and jurisdiction

The supplies regulated by these general conditions are subject to the rules provided for by Italian law. Any dispute arising between the parties in relation to sales governed by these general conditions is subject to Italian law and the exclusive jurisdiction of the Civil and Criminal Court of Modena.

Notwithstanding the above, Cistelaier S.p.A. nevertheless has the right to appeal, at its sole discretion, to the court of the place where the Buyer is based.

### 14. Final Clauses

These General Terms and Conditions of Sale constitute the set of terms and conditions applicable to the sale of the Products. In the event of a conflict between the General Terms and Conditions of Sale and the Order, the former shall prevail. Any modification to these General Terms and Conditions of Sale shall be valid and effective only upon written agreement signed by the Seller.

Any tolerance of non-compliance by the Buyer with respect to the provisions contained in these General Terms and Conditions of Sale shall not constitute acquiescence or waiver of the Seller's rights.

The eventual nullity or ineffectiveness of one or more of the clauses of these general terms and conditions of sale or of any of the provisions of the sales contract governed by them will result in the substitution of law of the null and void clause without the invalidity being able to render ineffective either the General Terms and Conditions of Sale or the contract concluded pursuant to them.

This document, referred to in all Order Confirmations, can be consulted in the updated version on the [www.cistelaier.com](http://www.cistelaier.com) website.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Purchaser specifically approves the following provisions: 1) Products/Services; 4) Prices and Price Adjustment; 5) Payment Terms; 6) Delivery; 8) Warranty and Liability; 10) Force Majeure; 12) Duty of Confidentiality; 13) Applicable Law and Jurisdiction; 14) Final Clauses.

Cistelaier S.p.A.

Purchasing Company Name

Date and Place \_\_\_\_\_

Date and Place \_\_\_\_\_

Name and surname \_\_\_\_\_

Name and surname \_\_\_\_\_

Job Title \_\_\_\_\_

Job Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_