

# Sales Conditions

## 1. SCOPE

These conditions govern all contracts for the supply of products by Qubix SpA.  
Any exceptions will be valid if made in writing within individual contracts.  
These terms and conditions also apply to any future contracts between the same parties, except agreed otherwise.

## 2. DEFINITIONS

The term "Products" means the goods currently manufactured/sold by the Supplier and covered by the contract.  
The term "Supplier" means the Company Qubix S.p.A.  
The term "Purchaser" means the customer.

## 3. PRODUCT FEATURES

Information or data on the characteristics and/or technical specifications of products contained in brochures, price lists, catalogues or similar documents shall be binding only to the extent that such data have been explicitly stated in the Contract.

## 4. TRANSFER OF OWNERSHIP

The transfer of ownership of the products is subject to the full payment of the price by the Purchaser.

## 5. CONCLUSION OF CONTRACT

The order confirmation entails the acceptance of these general terms and conditions without any reservation.  
Every order must be received by Qubix SpA in writing and signed by the Purchaser.  
Normally verbal orders are not accepted, any exceptions due to exceptional reasons are totally at the Purchaser's risk.  
The Purchaser's order is considered accepted only after the issuance of the order confirmation with all conditions set forth in it.

## 6. ORDER CANCELLATIONS

The order cancellation of products not held on stock and/or produced exclusively under the Purchaser's order are subject to the following penalties:  
**Cancellation received within 3 days from the order confirmation: 10% of the order value**  
**Cancellation received within 7 days from the order confirmation: 80% of the order value.**

## 7. DELIVERY

The delivery time listed in the order confirmation is indicative and may be subject to delays beyond the control of Qubix SpA.  
Any delay, whether due to Qubix SpA or not, cannot justify the cancellation of the order. Delays due to Qubix SpA may give rise to a claim for compensation only where and to the extent those penalties have been established for that purpose and formalized in writing in advance.  
Standard delivery term is EXW Padova Incoterms® 2010, unless otherwise agreed.

## 8. PACKING

The package is included in the normal list price.  
Any special packaging required in writing by the customer will be billed at cost.

## 9. COMPLAINTS

Any complaint must be in writing and sent to Qubix SpA by registered letter A.R. within eight days from receipt of goods.  
Claims relating to the quantity or appearance of products (apparent defects), must be notified by registered letter to the Supplier, under pain of forfeiture, within eight days from the date of receipt of goods. Any claims relating to defects not detectable by a careful inspection upon receipt (hidden defects) shall be communicated to the Supplier by registered letter, under pain of forfeiture, within eight days from the date of discovery of the defect but not later than the warranty period.  
By way of exception, claims related to damage from transportation and authorized by the Supplier will have to be communicated to the Supplier within 24 hours of receipt of the goods by sending a copy of the waybill of the carrier, affixed with clear and specific reservations and with full photographic documentation.

## 10. WARRANTY

The Supplier guarantees the good quality of products by committing, during the warranty period stated below, to repair, or, under his sole discretion, free replace those parts which due to the bad quality of the material or manufacturing defects are faulty, provided this does not depend on:

- natural attrition
- failures caused by incompetence or negligence of the Purchaser
- imperfect assembly (unless the same has not been performed by the Supplier)
- tampering or interventions not authorized by the Supplier

Unless otherwise specified for the type of product, the warranty period is 12 months from the date of delivery and shall expire at the end of the period even though the products were not, for whatever reason, put in place. The warranty claim is subject to compliance with the terms of complaints as specified above. In case of defects, lack of quality or lack of conformity of products, the Supplier is only required to repair or replace them.

The above obligation to repair or replace the Products shall be in lieu of any warranty or liability of any kind required by law (eg. for defects, lack of quality or lack of conformity of the Products) and excludes all other liability of the Purchaser (whether in-or-extra contract) due to defects, lack of quality or non-compliance of products sold (eg. compensation for damages of plant shutdown, lost profits, etc.).

The return of products under warranty must be agreed with Qubix SpA, that will determine the delivery mode of goods.  
All material to be repaired must be accompanied by an indication of the fault, otherwise the goods will not be accepted.

## 11. RETURNS

All returns must first be approved by the sales office of Qubix SpA by sending an authorization form and a RMA number.  
The acceptance of returns is subject to sole discretion of Qubix SpA and is conditioned by the following clauses:

- product delivered to the Purchaser by no later than 8 days;
- unopened original packaging;
- current production model;
- return shipping cost prepaid.

## 12. TERMS OF PAYMENT

Payments must be made in the form agreed and specified in the order confirmation.  
In case of late payment with respect to agreed date, the Purchaser must pay the Supplier interests on late payment in accordance with Legislative Decree no. 231/02.  
The Purchaser is not authorized to make any deduction from the agreed price, unless prior written agreement with the Supplier. If the Supplier has any reason to fear that the buyer can not or do not intend to pay the Products at the agreed date, he will subject the delivery of products to the provision of adequate guarantees of payment.

## 13. GOVERNING LAW, ARBITRATION

13.1 This Agreement shall be construed and governed by Italian Law

13.2 Every effort will be made by both parties to settle amicably any disputes, misunderstandings or differences that may arise in connection with this Agreement.

13.3 If such a settlement can not be reached, all disputes arising out or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce of Paris by one arbitrator appointed in accordance with the said rules; the arbitration will be directed in the English Language and will take place in Padova (Italy).

## WEEE EUROPEAN DIRECTIVE (2012/19/EU)

### Waste from Electrical and Electronic Equipment

The WEEE Directive aims to reduce the volume of waste from electrical and electronic equipment (EEE). It requires that some end-of-life products can not be landfilled but must be managed by a system that provides for separate collection and for a specific treatment of separation, recycling and recovery. According to the RAEE Directive QUBIX SpA has set up all the procedures for the commercialization of EEE of the brands Qubix Spa manages the marketing: - entrust to the group ecoRit the management activities of the end-to-life equipment - cost internalization of WEEE disposal in the selling price of the EEE (WEEE eco-contribution acquitted) - enrolment to the National Register of producers as required by Ministerial Decree 25 September 2007, No 185 - affixing of the crossed out bin symbol on individual items covered by the Directive. The crossed out bin symbol indicates that the end-of-life product must be separately collected from other waste and separately deposited at authorized collection centers, in the cases and manner prescribed by national laws of EU countries, to avoid adverse effects on the environment and human health. Illegal disposal of end-of-life products is sanctioned by law. It is in any case appropriate that the consumers verify that in his country the product is actually subject to the WEEE regulations.

## Products distributed by Qubix Spa that are included in the WEEE European Directive 2012/19/EU

PRODUCT DESCRIPTION/MANUFACTURER	COMMODITY CATEGORY
Active equipments for data networks - Planet	6.8
Videosurveillance equipments - Planet/Qubix	6.8
PDU, patch-cords for domestic use	5.24
Verification instruments for data networks in copper and fiber	5.21

Group: ERION WEEE  
FEE description: eco-tax paid