



**General Terms and Conditions of Sale and Delivery**

Issued 1 January 2019

Filed at the office of the clerk of the district court of Milano, Italy.

**CLAUSE 1: APPLICABILITY**

These conditions are applicable to all sales and deliveries of GVZ Components s.r.l.(hereafter GVZ) to its customers unless a deviation is made from any such condition in the written order confirmation. The customer irrevocably submits to and accepts these conditions by placing the order with GVZ. The applicability of conditions proposed by the customer is excluded, unless these conditions have been explicitly accepted by GVZ in writing.

**CLAUSE 2: OFFERS AND AGREEMENT**

No oral or written offers (even if made by means of price lists issued by GVZ or a quotation) shall bind GVZ. Only by GVZ's written confirmation of the order placed by the customer will the agreement with the customer be entered and effective.

**CLAUSE 3: PRICES**

The price agreed upon in the order confirmation has been calculated for delivery Ex Works Milano (Incoterms in its latest version) net of VAT, packaging and loading costs, unless otherwise agreed upon in writing. Notwithstanding anything else in these conditions in the event a government entity imposes tariffs, duties or taxes on the goods which were not contemplated by GVZ, then GVZ reserves the right at its sole discretion to pass such additional costs to the customer.

**CLAUSE 4: QUANTITIES**

For all volume orders a deviation of 5% more or less than the quantity ordered shall constitute compliance with buyer's order and the unit price will continue to apply, unless specifically agreed upon in writing otherwise between the parties.

**CLAUSE 5: DELIVERY AND TIME FOR DELIVERY**

- A. Delivery is made Ex Works Milano unless otherwise agreed in writing (Incoterms in its latest version).
- B. The time for delivery begins at the date of confirmation of the order in writing by GVZ, but not until GVZ has received from the customer the information and materials necessary for the execution of the order. If the customer has not supplied GVZ with the information and materials necessary for the execution of the order within two weeks after the confirmation of the order, GVZ shall be entitled to cancel the order and terminate the agreement and customer shall be liable for all costs, incurred by GVZ including a reasonable allowance for pro-rated indirect costs and anticipated profits.
- C. If the confirmation of the order or offer mentions a time of delivery, this time will be considered target period. Delay in time of delivery does not give the customer the right to claim damages, to refuse the goods, or to wholly or partly cancel the agreement. GVZ has the right to carry out the order by means of partial deliveries. Unless there is question of force majeure on the part of GVZ, the customer has the right to cancel the agreement, if after the time of delivery having expired, a new time of delivery has been agreed upon with the renewed expiration of the delivery time giving the customer any further rights of remedy, in particular not a claim for compensation.
- D. The time of delivery ends the moment GVZ has informed the customer that the goods are ready for shipment at its factory or warehouse.
- E. GVZ delivers according to Incoterms in its latest edition.

**CLAUSE 6: TRANSPORTS - RISK OF LOSS**

- A. Transportation is to be arranged by the customer at its own and exclusive risk and expense. This risk also includes any direct or indirect damage to delivered goods or on third parties or GVZ by these goods.
- B. If requested in writing, GVZ will take care of the transportation at customer's risk and expense in a manner most appropriate in its opinion. Upon customer's written request GVZ will insure the transportation risk.
- C. All risk of loss passes onto the customer upon delivery of the goods to the customer Ex Works Milano or as otherwise expressly agreed upon in writing.

**CLAUSE 7: CONDITIONS OF PAYMENT**

- A. In as far no other conditions of payment have been agreed, payment shall be effected net within thirty (30) days after the date of invoice. GVZ reserves the right to demand advance payment in whole or in part or to ask for cash on delivery.
- B. All payments shall be made free of all deductions or set-offs - unless GVZ has recognised in writing a counter-claim of the customer - at the office of GVZ or to its nominated postal or bank account. Drafts and cheques will only be accepted if explicitly previously agreed to in writing by GVZ and under the condition that the customer will take for its account all costs in connection with the cashing of the draft or cheque and with any endorsing or prolonging thereof. In case of payment by means of a draft the customer guarantees acceptance and payment thereof by the drawee. Customer expressly accepts that GVZ is not responsible for the delay in returning the draft in the case of non-acceptance. When paying by cheque the customer guarantees payment thereof by the drawee.
- C. In case deliveries are made in portions, these payment conditions apply to each part delivered separately.

GVZ Components s.r.l.  
Via Magenta, 77/16 A  
20017 Rho (Mi)

Partita IVA 04126380155  
C.C.I.A.A. Milano 990057  
Trib. Di Milano Reg. Soc. 182161



- D. The customer is obliged to pay irrespective of whether it did or did not examine the goods.
- E. If delay arises in the delivery due to circumstances for which the customer can be held liable, the amount owing will be due on the original date of shipment. Storage of the goods on behalf of the customer is made at the risk and cost of the customer. If the financial position of the customer or of the acceptant of the draft has deteriorated, before the moment a claim becomes due for payment or while the draft runs, or if GVZ receives unfavourable information about the customer or the acceptant, the customer is obliged to arrange for immediate payment should GVZ so require. If the customer is in arrears with its payments, GVZ can, regardless of any further claims, postpone the performance of its obligations resulting from all agreements concluded with the customer or cancel from all agreements charging all costs incurred.
- F. If the customer does not pay within the time agreed GVZ has the right, without any proof of default, to charge the customer interest equal to the bank rate, but at least 7% per year, without prejudice to any other remedy available to GVZ.
- G. If, after the further expiration of a date payment as set forth by registered letter, no payment has been received, the customer will be additionally charged for the amount of the extra-judicial collecting charges. If judicial collection is necessary, the customer is also charged for the costs thereof.

#### **CLAUSE 8: MODIFICATION OF THE CONTRACT GOODS**

GVZ reserves the right to modify the specifications of goods designed by its Suppliers and or Manufacturers providing that the modifications will not materially affect the performance of the goods.

#### **CLAUSE 9: CANCELLATION OF ORDERS**

The customer does not have the right to cancel orders, except in the case as foreseen in article 5, than after written acceptance by GVZ. If GVZ accepts cancellation the customer shall be liable for termination charges which shall include a price adjustment based on the quantity of goods actually delivered, and all costs, direct or indirect, incurred and committed for the contract together with a reasonable allowance for pro-rated expenses and anticipated profits.

#### **CLAUSE 10: PROPERTY PROVISION**

- A. Until the final settlement by the customer of payments due to GVZ, GVZ will retain the ownership of all goods delivered by it as guarantee for payment of all that is due without exception; consequently, as long as complete payment of the amount due to GVZ has not been affected the customer will not be allowed to make a loan on, to pledge or put the goods delivered to it under mortgage, nor to let, lend or in any way or under any title take them away from the business; the customer is however authorised within the normal course of business to sell the goods, provided it does it against cash payment or stating the property proviso made by GVZ.
- B. The execution, if any, by GVZ of rights to which it is entitled on the basis of the property proviso including the attachment of the goods can in no way be regarded as an act resulting in the cancellation of the agreement.
- C. The customer is obliged to inform GVZ forthwith if attachment of the goods is made by third parties or if the other measures with regard to the goods are taken by third parties.
- D. The customer herewith assigns to GVZ, this as guarantee for payment of all that is due to GVZ without exception, all claims already existing or in future to be obtained by the customer against third parties in respect of the delivery or placing at the disposal of those third parties by the customer in any way or under any title of goods delivered by GVZ to the customer. At GVZ's request the customer will supply each time an accurate specification in writing of all its claims on third parties at a date to be appointed by GVZ. Insofar as assignment of these claims cannot take place legally at this moment because they are founded on legal relations not yet existing the assignment will be effected by receipt of the specification by GVZ, which serves as acceptance of the assignment.
- E. At the request of GVZ, the customer must inform the relevant debtors of the assignment in writing and do all other things necessary or desirable in order to give the assignment full legal effect. The customer must inform GVZ immediately, if attachment of the assigned claims is made by third parties or if other measure with regard to the claims is taken by third parties.

#### **CLAUSE 11: GUARANTEE**

- A. Except as otherwise stated herein, GVZ warrants the goods delivered exclusively against faulty workmanship or the use of defective materials and that such goods will conform to mutually agreed upon written specifications, drawings and other descriptions for a period set forth in 11.D. GVZ further warrants that at the time of delivery GVZ has title to the goods free and clear of any and all liens and encumbrances.
- B. This warranty is void if the defect was caused by customer's misuse, neglect, improper installation or testing, repair attempts not authorised by GVZ, unauthorised alteration or use of any such goods with supplies not meeting Manufacturer's specifications, or any cause beyond the range of normal usage or by accident, fire or other hazard.
- C. Notwithstanding the above, GVZ does not warrant that its products are fit for the customer's intended specific application or need.
- D. The guarantee commences on the day of delivery of the goods and is valid for a period of one year from date of shipment and covers the following products: including but not limited to thermostats, motor protectors, thermal controls, sensors, switches, gas sensors and other similar products.



#### **CLAUSE 12: COMPLAINTS**

All claims against GVZ on the grounds of incomplete or incorrect delivery are no longer valid, in case a relevant complaint has not been laid in writing before GVZ within fourteen (14) days after receipt of the goods (or in case of an order is delivered in portions, within fourteen (14) days after receipt of the portion concerned). In addition claims on the grounds of visible faults are no longer valid if the customer has not had the alleged fault registered on the bill of lading or notice of receipt immediately on receipt of the goods. When GVZ deals with a complaint it does not imply that it considers the complaint to be made in time or to be justified. Goods returned are exclusively accepted after previous shipment to GVZ and providing they are sent freight paid. A complaint does not entitle the customer to hold up payment or on its part to set off the amount to be paid. If GVZ deems the complaint to be timely made and to be justified, GVZ shall, in the case of incomplete delivery, supply the deficiency or, in case of incorrect delivery, repair the "incorrect" goods or replace the same by others, at GVZ's option, without GVZ being liable for any claims for damages.

#### **CLAUSE 13: QUALITY STANDARD AND LIMITATION OF LIABILITY**

- A. Slight imperfections in quality and measurements do not constitute a breach of contract.
- B. The customer is assumed to have made sure that goods are fit for the purpose it wants to use them for. Therefore GVZ is not liable when the goods do not comply with this purpose.
- C. GVZ is not responsible for technical or other advice given by it or for services rendered by it.
- D. GVZ has no further liability than complying with its commitments result from CLAUSE 11 (Guarantee) or from CLAUSE 12 (Complaints). Excluded are all further liabilities, except those founded on the willfulness or gross negligence of GVZ itself. So, liability for willfulness or gross negligence of personnel of GVZ is excluded as well.
- E. Should GVZ be held liable for a breach of its contract, its sole and exclusive maximum liability shall in no event exceed the total purchase price under the applicable contract less the purchase price for any product delivered and accepted under this contract prior to the occurrence of the breach.

#### **CLAUSE 14: FORCES MAJEURE**

In the case GVZ is prevented from performing its obligations under the agreement by force majeure, GVZ has the right without judicial intervention to suspend the performance of the agreement or to consider the agreement terminated in whole or in part, at GVZ's option, without GVZ being liable for any claims for damages or guarantee. Force majeure in this case must be understood to mean any circumstances, foreseen as well as unforeseen, as a result of which observance of the contract can no longer be reasonably expected by the customers including by way of illustration but not limitation. War, sabotage, rebellion, revolt or other unrest, acts of hostile states, transportation disturbances, strikes, accidents, fire, explosion, storm and other catastrophes in nature shortage or workers, shortage of petrol, shortage of raw materials or machines, technical failures, devaluation and inflation, as well as sudden increases of import duties and revenues and/or taxes and delayed delivery by suppliers. In such cases GVZ has the right to divide in proportions among its customers the goods that are available.

#### **CLAUSE 15: PATENT INDEMNITY**

- A. GVZ shall hold the customer harmless from indemnify the customer for all costs, damages and interests, to which the customer may be condemned by final and conclusive judgment or which pursuant to a settlement made amicably, may become due as a result of claims of third parties in connection with the delivery of goods by GVZ to the customer.
- B. This safeguarding is made under the condition that the customer informs GVZ immediately of the alleged infringement, supplies GVZ with the originals of all letters and legal documents exchanged in connection with the infringement and furthermore grants GVZ power of attorney and authority to have the dispute and court proceedings possibly resulting therefrom conducted by a lawyer to be appointed by GVZ in accordance with instruction to be given by GVZ.
- C. The aforementioned safeguarding is not applicable in the case the infringement is a result of the fact that the goods have been adapted to specifications submitted by the customer or is a result of alterations or additions made by the goods, after delivery by GVZ, or is a result of other circumstances for which the customer can reasonably be held liable.
- D. In addition GVZ is not responsible, if the customer, after it has been informed of the alleged infringement, continues unless GVZ has given its permission in writing to do so.
- E. The aforementioned is the only and exclusive responsibility of GVZ in connection with infringement of the rights or third parties and GVZ is in no way further or otherwise responsible to the customer.

#### **CLAUSE 16: NON-WAIVER OF DEFAULT**

In the event of any default by the customer, GVZ may decline to make further shipment. If GVZ elects to continue to make shipments, GVZ's action shall not constitute a waiver to claim any default by customer nor in any way affect GVZ's legal remedies for any such default.

#### **CLAUSE 17: TERMINATION**

If the customer does not comply, duly or in time, with any obligation which might result from an agreement made with GVZ as well as in the case of bankruptcy, suspension of payment, closing down or liquidation of the customer's company, he is supposed to be in default by law and GVZ has the right without giving notice of default and without judicial intervention to delay the execution of the agreement or to terminate the agreement in whole or in part, at GVZ's option, without GVZ being liable to any compensation or guarantee, but regardless of GVZ's further rights. In these cases all claims, which GVZ has against or are due from the customer, are due immediately and without delay.

GVZ Components s.r.l.  
Via Magenta, 77/16 A  
20017 Rho (Mi)

Partita IVA 04126380155  
C.C.I.A.A. Milano 990057  
Trib. Di Milano Reg. Soc. 182161



#### **CLAUSE 18: ASSIGNMENT**

The rights and obligations of the customer by virtue of these terms and conditions cannot be assigned by the customer otherwise than to the successors and assignees of the entire business of the customer. GVZ shall have the right to assign and transfer all its obligations and rights under the agreement with the customer to any third party, upon written communication to the customer.

#### **CLAUSE 19: EVIDENCE**

Subject to proof of the contrary, the administrative data and accounting records of GVZ are final proof in connection with the agreements made by the customer.

#### **CLAUSE 20: APPLICABLE LAW, COMPETENT JUDGE**

Italian law is exclusively applicable to the legal relations between GVZ and the customer. The competent judge at Milano has in first instance exclusive jurisdiction in respect of the ruling of disputes between GVZ and the customer. The applicability of the Vienna purchase pact is expressly excluded.

#### **CLAUSE 21: EXPORT CONTROL**

In recognition of U.S. and local (in particular Italian) export control laws, buyer hereby agrees that any export license or other documentation will be obtained prior to exportation of any product or technical data acquired by the buyer from GVZ. Accordingly buyer shall not sell, export, re-export, transfer, divert or otherwise not to dispose of any such product or technical data directly or indirectly to any person or firm or country, or countries, in violation of the laws or regulations of the United States or local laws (in particular Italian laws). Furthermore, buyer agrees to notify any person obtaining such products or technical data from the buyer of the need to comply with such laws and regulations. Buyer agrees to, at its own expense, secure such licenses and export and import documents as are necessary to buy and resell the products. In case an export license is refused, buyer shall not be entitled to return products or technical data or ask for compensation.

#### **CLAUSE 22: COMPLIANCE WITH ANTI-CORRUPTION AND ANTI-BRIBERY LAWS**

- A. Both GVZ and the Customer represents, warrants and undertakes to comply with any anti-corruption and anti-bribery laws or similar legislation, codes, rules, policies and regulation applicable to the performance of its obligations in relation to any order and not take any action or permit, authorise or tolerate any action in violation of the anti-corruption and anti-bribery laws.
- B. For the avoidance of doubt the customer represents and warrants to GVZ that:
  - Customer, and to its best knowledge, its partners, officers, directors, employees, agents and anyone acting on its behalf (collectively, the "Representatives") are in compliance with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 (collectively, the "Anti-Bribery Laws").
  - Neither the customer, nor to its best knowledge, any of its Representatives has, directly or indirectly, offered, paid, or authorised the giving of money or anything of value to any: (a) Governmental Official; (b) person or entity; or (c) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity; for the purpose of: (d) influencing any act or decision of such Government Official or such person or entity in his/her or its official capacity, including a decision to do, omit, or fail to do any act in violation of his/her or its lawful duties or proper performance of functions; or (e) inducing such Government Official or such person or entity to use his/her or its influence or position with any Government Entity or other person or entity to influence any act or decision; in order to obtain or retain business for, direct business to, or secure an improper advantage for GVZ or the customer.
  - Neither the customer, nor to its best knowledge, any of its Representatives has a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official who may have responsibility for or oversight of any business activities of the customer, or any of its Subsidiaries, other than any relationships or associations that have been disclosed in writing to GVZ.
  - Neither the customer, nor to its best knowledge, any of its Representatives is or has been subject to any investigation, inquiry, or enforcement proceeding by any court, governmental, administrative, or regulatory body, or customer regarding any violation or alleged violation of any Anti-Bribery Laws.
  - The following definitions apply to this clause 22.2:
    - a. 'Close Family Member' means (i) the individual's spouse; (ii) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; (iii) the spouse of any persons listed in subcategories (i) and (ii); and (iv) any other person who shares the same household with the individual.
    - b. 'Government Entity' means (i) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government); (ii) any political party; (iii) any entity or business that is owned or controlled by any of those bodies listed in subcategory (i) or (ii); or (iv) any international organisation, such as the United Nations or the World Bank.
    - c. 'Government Official' means (i) any director, officer, employee, agent, or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent, or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (ii) any political party, political party official, or political party employee; (iii) any candidate for public or political office; (iv) any



royal or ruling family member; or (v) any agent or representative of any of those persons listed in subcategories (i) through (iv).

#### **CLAUSE 23: COMPLIANCE WITH DATA PROTECTION**

From time to time GVZ may transfer data acquired from the customer for the purpose of carrying out the performance of this agreement with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for GVZ. By the customer submitting data, the customer agrees to this transfer, storing or processing. GVZ will take reasonable steps necessary to ensure that the customer's data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

#### **CLAUSE 24: COMPLIANCE WITH CALIFORNIA PROPOSITION 65**

California's Proposition 65 ("Prop 65"), also known as Safe Drinking Water and Toxic Enforcement Act, is a Right-To-Know law that mandates warning labels on products sold in California which contain certain chemicals, including heavy metals, known to the state of California as causing cancer, birth defects, or other reproductive harm. GVZ HEREBY PUTS THE CUSTOMER ON NOTICE THAT THE GOODS MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER BIRTH DEFECTS AND OTHER REPRODUCTIVE HARM. The customer agrees and acknowledges that it is the Customer's sole and exclusive responsibility to comply with the warning requirements of Prop 65 and implementing regulations. The customer further agrees to label goods obtained or purchased by the customer, whether for distribution, resale, use or otherwise, in compliance with Prop 65 and implementing regulations. The customer agrees to take sole and complete responsibility for any and all claims, damages, losses and expenses resulting from its failure to comply with the warning requirements set forth in Prop 65. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GVZ AND ITS AFFILIATES, AND THEIR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS FROM ANY AND ALL CLAIMS, COSTS, PROCEEDINGS, DEMANDS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND LEGAL COSTS) OF ANY KIND OR NATURE, RESULTING FROM OR RELATED TO THE CUSTOMER'S ACTUAL OR ALLEGED FAILURE TO COMPLY WITH THE WARNING REQUIREMENTS SET FORTH IN PROP 65. THE CUSTOMER'S ACCEPTANCE OF THE GOODS CONSTITUTES AN EXPRESS ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS THIS CLAUSE 24.

#### **CLAUSE 25: AFFIRMATIVE ACTION COMPLIANCE**

The customer and any of its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, colour, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, colour, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.