

Supply General Terms from 01/01/2022

Part A

ACCEPTANCE

Our general terms of supply, as well as any special conditions, are deemed to be accepted by the Customer, even if they are different from their general conditions and / or purchase details. Execution of Orders does not imply acceptance of the General terms and / or particular purchases of the Customer; Customer's terms are only valid if explicitly accepted in writing. In the absence of written communications from the Customer regarding the persons with signature powers, it will be considered that the proponents, collaborators, employees, relatives and, in general, the persons acting on behalf of the Customer, are representing them and implicitly we will feel that we have a mandate to engage the Customer with us in respect of the supply object of this document.

PRICES AND PAYMENT CONDITIONS

All prices quoted in the general or particular offers are always per unit, unless otherwise stated in the offer/quotation or order acknowledgment. List, conditions and any changes to them are to be considered confidential. None of the particular exceptions established between NEXT Industries SRL and its direct customers must be used to third parties, otherwise all particular conditions established will be cancelled. Payment must be made directly at the domicile of NEXT Industries SRL in the form and in the agreed terms. In the event of a delayed payment, interests for late payment will be applied, equal to the official discount rate plus 5 points. Billing and payment methods are listed on the offer.

VAT

Prices will be subject to VAT rates, as provided by law. NEXT Industries' VAT is: IT08708800969.

TRANSPORT

Transport conditions are stated in the offer/quotation or order acknowledgment . Starting from delivery point, goods travel at the Customer's risk, and the recovery of the damage will therefore be the sole responsibility of the Customer. NEXT Industries SRL will in no case compensate the Customer.

DELIVERY TERMS

Delivery times are listed on the offer and are stated in working days from the order confirmation except for unforeseen or force majeure events. Unless otherwise indicated in the offer, no compensation will be paid for any direct or indirect damage due to delivery delays, or to interruption or to partial or total cancellation of the supply. Any delay in the delivery of the requested material will be communicated at least five days prior to the expected delivery date (by telephone if the delay does not exceed 10 days, by e-mail if the delay exceeds 10 days).

All goods sold by NEXT Industries SRL remain the property of NEXT Industries SRL until the payment process is complete.

WARRANTY

Goods not manufactured by NEXT Industries SRL

Products resold by NEXT Industries SRL have the guarantees given by manufacturers as NEXT Industries SRL is only an intermediary. In no case NEXT Industries SRL will provide guarantees other than those of the manufacturer. The repairs will be carried out at our headquarters, or at the headquarter of the manufacturer, which will be referred to the customer by NEXT Industries SRL after having verified that the terms of the guarantee correctly apply. NEXT Industries SRL will ask the Customer for a written authorization to dispatch if a product sent by the Customer to our headquarters should be subsequently sent by NEXT Industries SRL to another repair site. All shipping, packaging, insurance, etc. are fully charged to the Customer. The warranty will decay if maintenance is carried out by unauthorized personnel from NEXT Industries SRL or the manufacturer of the goods.

Goods manufactured by NEXT Industries SRL

The goods manufactured by NEXT Industries SRL are guaranteed by NEXT Industries SRL itself according to Italian regulations, so they are guaranteed by manufacturing defects for 12 months from the exit date from NEXT Industries SRL warehouse. **Software and batteries are not included in the warranty.** NEXT Industries SRL is pleased to offer suggestions on the use of its various products. However, NEXT Industries SRL assumes no responsibility for any omissions or errors or assumes any responsibility for any damage resulting from the use of its products, including if in accordance with the information provided. NEXT Industries SRL only warrants that the parts manufactured will conform to the specifications provided and without defects. The warranty is limited to the repair or replacement of defective parts for manufacturing defects and does not cover products that are tampered with, improperly repaired or used differently from the intended use conditions. The repairs will be carried out at NEXT Industries SRL seat after verifying that the terms of the guarantee apply. All shipping, packaging, insurance, etc. are fully in charge of the Buyer. NEXT Industries SRL is available to send its technicians to the place where the goods to be repaired are installed - during the warranty period - with the only reimbursement of the daily expenses of travel, food, accommodation and daily diary of the technicians, unless otherwise indicated in the offer. The system will be out of warranty if maintenance is carried out by unauthorized personnel from NEXT Industries SRL. Programs, and "software" developed "ad hoc" for the customer in general are not covered by any warranty, express or implied. NEXT Industries SRL software is sold "as it is". However, it is understood that in the 12 (twelve) months following the delivery of the product any corrections to the management program (software) to adapt it to the original specifications contained in the offer - or in any other signed document for acceptance - by both parties will be made for free as soon as possible at our headquarter if a maintenance contract has been subscribed. Software, and any related or connected system, will not be covered by warranty if any maintenance by unauthorized personnel from NEXT Industries SRL has been taken. NEXT INDUSTRIES SRL DOES NOT SUPPLY WARRANTIES OF ANY OTHER TYPE, EXPRESS OR IMPLIED. The guarantee of NEXT Industries SRL can not be transferred or extended to third parties; is valid ONLY for the direct buyer.

Equipment sold by NEXT Industries SRL is NOT intended to be used: (1) as a "base component" under 10 CFR 21 (NRC) in or with any nuclear plant or activity; or (2) in medical applications used on humans. NEXT Industries SRL assumes no responsibility - if only under the WARRANTY conditions - and is not responsible for any product used in or with any nuclear plant or activity, medical application, used on humans or otherwise abused; furthermore, the buyer indemnifies NEXT Industries SRL and keeps NEXT Industries SRL innocuous from any liability or damages arising out of the use of the Product in the above described manner.

HOW TO PLACE AN ORDER

Orders can be sent by e-mail (account@nextind.eu) or online 24/7.

In the event of a holiday, the order will be processed from the first following working day. For faster management, include in the order:

- order number
 - shipping and billing addresses
 - reference contact
 - No. of purchased items and description
- OFFICE OPENING TIME: MON-FRI 9-13 14-18

You can contact our Customer Service by writing to service@nextind.eu to know the status of your order.

EXPORT CONFORMITY

Notwithstanding any communication made by the buyer to the supplier about the ultimate destination of the goods, the buyer shall not directly or indirectly export any product or system incorporating the products of Next Industries in violation of any law, statute or regulation or without have first obtained all the licenses and permits required by all relevant government agencies or departments of the buyer's country.

RETURNED GOODS

A product, to be returned, must have a "Return Merchandise Authorization Number (RMA Number)" which will be provided by NEXT Industries SRL following a written request from the Customer containing the reasons for the RMA request. The goods have to be returned at customer's expenses and responsibility (**ex-warehouse NEXT**) and in the original intact packaging to our operational seat; address will be communicated together with the RMA number. RMA number and the details of the NEXT Industries SRL delivery document with which the product has been sent to the customer must be indicated in the back shipping documents. Goods rendered in unsuitable or damaged packaging will be rejected.

CERTIFICATIONS

Goods not manufactured by NEXT Industries SRL: the products sold by NEXT Industries SRL are certified by the manufacturers since NEXT Industries SRL is only an intermediary. In no case NEXT Industries SRL will provide certification(s) other than those provided by the manufacturer.

Goods manufactured by NEXT Industries SRL: goods produced by NEXT Industries SRL have the certifications issued by NEXT Industries SRL itself, or other certified certification authorities, according to the laws in force in Italy.

LIABILITY DISCLAIMER

By signing the contract, the Customer declares that he or she is aware of any legal limitation or security rule relating to the use of the ordered goods, including any deviations from the applicable EC, CE-EMC rules. Therefore, NEXT Industries SRL is not responsible for any violation of any applicable legal, safety, CE-EMC, embargo, or any direct or indirect damage caused to persons, property or animals from the use of goods supplied by NEXT Industries SRL in deviation from the applicable regulations and / or operating specifications indicated by the manufacturer. In no case NEXT Industries SRL may be held liable for any non-use, profit or any direct or indirect damage caused by the use or failure or incorrect operation of the goods supplied, unless otherwise indicated in the quotation.

TERMINATION OF THE CONTRACT

In the event that one (or part of one) or more of the established conditions for the supply is not respected or in case of variation of any kind in the company's name, business constitution or customer commercial capacity as well as in the case of difficulties encountered by the Customer also in respect of third parties, NEXT Industries SRL reserves the right to suspend the under way supply and / or further supplies.

ORDER DISSOLUTION

The Customer may withdraw from an order by communicating his intention to NEXT Industries SRL by REGISTERED letter or certified email (PEC) at address nextindustries@legalmail.it within 8 (eight) days of the order, and in any case within 2 (two) days of receipt of the order confirmation. Otherwise the Customer will be required to pay in the full amount of the ordered, or already acquired, or already produced goods by NEXT Industries SRL. By signing the contract, the Customer declares to be aware of and accept these General Terms and Conditions of Sale and any such limitations.

CLAIM

Any complaints concerning the provided goods will not be accepted unless they are notified in writing to NEXT Industries SRL registered office within 15 days from receipt of the ordered goods. No complaints about the quality or functionality of the products and / or the quality of the services provided may be made, even by way of exception, in the judicial system unless the regular payment of the goods and / or services to which the complaint refers has taken place.

ESTIMATE/QUOTATION/BIDS/OFFERS VALIDITY

Bids are generally valid for 15 (fifteen) days, unless otherwise stated in the quotation itself. New bid's revisions submitted cancel and replace previous ones relating to the same goods and / or services.

TREATMENT OF PERSONAL DATA

Next Industries and the customer / supplier mutually guarantee compliance with the legislation on the processing of personal data, as governed by the European regulation 679/2016 (GDPR). Pursuant to and for the purposes of the European Regulation, the data acquired in relation to the supply object of the quotation / order will be collected and processed in an automated manner and in paper form for the purposes related to the conclusion and management of the relationship or to execute to legal obligations. These data will be kept for the duration of the supply and, after its completion, for a time not exceeding the limitation period pursuant to the current legal provisions.

The customer / supplier, with the order confirmation, declares to have read the information pursuant to article 13 of the European regulation 679/2016 (GDPR) present at the following link: <https://www.nextind.eu/en/privacy/>

DESIGN AND SPECIFICATIONS

NEXT Industries SRL reserves the right to make changes to the design and specifications of any product as improvements to engineering or necessity. NEXT Industries SRL's policy is to make current changes, not changes to the model, whenever improvements are possible. All this allows us to offer our customers up-to-date products with the latest technology and engineering.

PATENTS AND RIGHTS

Goods supplied or manufactured by NEXT Industries SRL do not violate any third party's patent or legal right as it is known at the moment by NEXT Industries SRL itself. The proprietary technology of NEXT Industries SRL is protected by patents and / or legal rights under current legislation.

Client, or Supplier, who will temporarily know the assets of NEXT Industries SRL proprietary technologies, software or software documentation, documentation of goods, designs, models, prototypes and equipment of NEXT Industries SRL is required to respect its industrial secret, to keep this in a secure place, not to copy, to not transmit or divulge anything to third parties for any title, nor to use them for purposes other than those agreed in the concession, contract or supply contract. The Client, or Supplier, who will temporarily hold the assets of NEXT Industries SRL is responsible for all the effects of the custody and redemption under art. 1804, 1805, 1808, 1809 of the Italian Civil Code. By signing the contract of supply, purchase, and any other contract, the Customer or the Supplier undertakes to protect as far as possible the patents, rights, image and the name of NEXT Industries S.r.L. and the companies producing goods that NEXT Industries SRL provided.

NEXT Industries SRL will prosecute anyone who violates their legal rights, patents and industrial secrets, in the most appropriate form and manners.

QUALITY ASSURANCE

The success of NEXT Industries is based on its commitment to quality, exceptional customer service and highly specialized technical support. That's why we are not second to anyone in our services.

INTELLECTUAL PROPERTY RIGHTS

Notes in this text are directed to the manufacturers, sellers and users of the equipment and products offered for sale in this documentation. NEXT Industries SRL reserves the right to assert its rights of interest and property with all available remedies, including legal ones, in accordance with applicable law.

TRADE NAMES

Trade names incorporated in this publication identify NEXT Industries SRL and its subsidiaries, affiliates and licensees. They can not be used by others without permission.

JURISDICTION

The Milan forum will be responsible for any and all controversies that may arise. For all matters not expressly provided in these General Conditions of Supply, please refer to the Civil Code.

date _____

Customer signature and stamp for acceptance _____

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Part B

Intervention / technical assistance rates

For the current and subsequent years, subject to variations, the hourly cost of our personal (function of the type of professional figure) is given as below:

A) maintenance technician, repair technician, junior programmer

in Italy: ordinary work (1) **Euro 85,00** per hour (2)

an increase of 20% for extraordinary work

25% increase on Saturday

50% increase on Sundays and holidays

travel and stay (3, 4) **Euro 64,00** per hour (2)

abroad: ordinary work (1) **Euro 160,00** per hour (2)

an increase of 20% for extraordinary work

25% increase on Saturday

50% increase on Sundays and holidays

travel and stay (3, 4) **Euro 112,00** per hour (2)

B) senior engineer, programmer analyst, project manager, system analyst:

in Italy: ordinary work (1) **Euro 95,00** per hour (2)

an increase of 20% for extraordinary work

25% increase on Saturday

50% increase on Sundays and holidays

travel and stay (3, 4) **Euro 80,00** per hour (2)

abroad: ordinary work (1) **Euro 180,00** per hour (2)

an increase of 20% for extraordinary work

25% increase on Saturday

50% increase on Sundays and holidays

travel and stay (3, 4) **Euro 144,00** per hour (2)

Travel and stay costs (4)

For every Km travelled by car from our operating seat, **Euro 0.80**. Any other travel and lodging OUT-OF-POCKET expenses (motorway, train, airplane, car rental, ship, hotel, food and lodging etc.) will be charged with presentation of receipts.

Material Costs

Material will be billed according to the lists currently in use at the time of the intervention.

Notes:

(1) "ordinary work" means the eight hours worked in the following business hours 8:00 - 13:00 and 14:00 - 18:00 on working days between Monday and Friday. Performance outside these bands is to be regarded as "extraordinary work".

(2) rounded up to 30 minutes.

(3) The travel is calculated for time totals (round trip and repeated) over 30 minutes.

The operating seat of NEXT Industries SRL is the origin point for the calculation of travel and redemption costs.

date _____

Customer signature and stamp for acceptance _____