

## **General terms of supply**

### **Application of the conditions**

The commercial relations between Fastthink and the Customers are governed exclusively by the following general conditions of supply, excluding any other agreement, unless agreed in writing.

### **Responsability**

Fastthink is not responsible for any damage or loss, direct and / or indirect, deriving from the sale of goods and services offered, even for delayed and / or non-delivery of the product, nor for the correspondence of the goods to the technical specifications of the products contained in catalogs, price lists, or similar documents, or for any other fact not directly attributable to Fastthink.

### **Orders**

All orders must be placed by letter, e-mail or fax. Fastthink reserves the right to accept telephone or verbal orders. The placing of the order by the Customer implies full acceptance of these sale conditions. Orders taken by Fastthink can be completed by sending the order confirmation if needed.

### **Prices**

Sales prices do not include VAT. If the price of the product is linked to the parity between the Euro and a Foreign Currency, the exchange rate that is compared with that indicated on customer order or on Fastthink Confirmation, is given by the indicative Bank of Italy exchange rate on the day of issue of the delivery note.

If an oscillation interval (tolerance) is established within which the exchange difference is not applicable, this interval is not to be considered as a deductible but as a NON-applicability condition, after which, the exchange difference is applied to all the invoiced amount.

The prices indicated in the Order Confirmations may undergo changes in the event of sudden and exceptional price increases made by the manufacturer in the face of changed market conditions.

It is understood that such changes will be promptly communicated and applied only after acceptance by the Customer.

### **Shipping and delivery**

Product shipments will be made by carriers defined by Fastthink and shipping costs will be charged to the customer on the invoice. In this case, and only when the shipping cost is charged, the goods travel at Fastthink's risk. In the event that the transporter is instructed, for any reason whatsoever, by the customer, Fastthink will not be responsible for the loss and / or damage of the product from the moment of delivery of the goods to the carrier. The delivery dates shown on the order confirmations are indicative and not binding and are subject to changes due to the availability of the goods from Fastthink suppliers and to the fact that the Customer has paid any overdue amounts relating to previous supplies.

### **Risk and Property**

The goods are shipped prepaid, insured and charged on the invoice. In the event that the goods were shipped carriage forward, upon the customer's indication, the risk is to be considered borne by the customer from the delivery of the goods to the carrier. Upon delivery of the goods, the customer must check the integrity of the packages and the quantitative and qualitative correspondence with respect to what is indicated in the Delivery Note Document (DDT). In case of discrepancy, the same must be reported on the same accompanying document and confirmed, within 8 (eight) calendar days, via PEC, email, fax, or letter, to Fastthink through the sales representative. Even if the packaging is intact, the goods must be checked within eight calendar days of receipt. Any hidden anomalies deriving from transport damage must be reported in writing by certified email, fax, or registered letter with return receipt to the carrier and in copy to Fastthink. Any report beyond the aforementioned terms will not be taken into consideration. For each declaration, the customer assumes full responsibility for what is declared.

### **Payments**

All invoices must be paid within the terms agreed upon in the order. Any disputes relating to invoices will be taken into consideration only if communicated within 15 days from the date of receipt of the same. Any delays in payments will result in the debit of default interest; Fastthink reserves the right to suspend deliveries if the customer defaults on the payments due. If Fastthink has reason to believe that the Customer cannot or does not intend to pay for the products on the agreed date, it may make the order fulfillment subject to the presentation of adequate payment guarantees. The minimum order value is Euro 300.

**Return of goods**

No returns will be accepted if not previously authorized by Fastthink. If a return authorization number is communicated to the Customer, this number must be reported both on the packaging and on the accompanying documents of the returned products. The same must be returned intact, not tampered with, or reprocessed, complete with any accessories and in suitable packaging conditions. The goods must be delivered ex Fastthink warehouse and will travel at the customer's own risk. The attribution of a return authorization number does not in itself imply the customer's right to credit or replace the goods.

**Cancellation of Orders and Rescheduling of Deliveries**

The cancellation of orders or decreases in quantity cannot be decided by the customer without the prior written authorization of Fastthink. Any request for cancellation or modification of the original order must be received in writing at least one month in advance of the deadlines. However, it is understood that orders relating to customized, special products, which require internal processing, are to be considered NOT CANCELLABLE.

**Warranty**

Fastthink guarantees that the products sold are free from defects in material and manufacturing, by issuing to its Customer the same guarantee received from the original manufacturers. The purchase of material from Fastthink implies full acceptance of the warranty conditions provided by the manufacturer. The Customer must report in writing to Fastthink the existence of any defects in the products delivered within 8 (eight) days of their discovery. In the event of defects reported within the foreseen and ascertained times, Fastthink will only be required to replace, repair or credit, at its choice, the products in question, with the exclusion of any different and further liability for damages resulting from a defect in the material or manufacturing that may occur following and as a consequence of the use of the distributed products.

**Limitations of use and indemnity**

The products sold by Fastthink must be used only and exclusively for the purposes indicated by their respective original manufacturers. These purposes, as a rule, do not include the use of the products in systems of protection and / or support to human life, use in connection with nuclear material or where the malfunction of a product sold by Fastthink could cause damage to life or human health or large losses of money. The Customer assumes all responsibilities deriving from the use of the purchased products for one or more of the aforementioned purposes. In case of non-compliance with this clause, the Customer must keep Fastthink and the original manufacturers absolutely harmless from all damages (direct and / or indirect), costs and responsibilities.

**Disputes**

For any dispute that may arise, the Court of Milan (Italy) will be competent.

**Validity of supply terms**

The conditions contained in this document may be changed without notice and will be valid from the date of publication on the website *www.fastthink.com*.

FASTHINK SRL