



Terms and Conditions

GENERAL

These general conditions of sale ("**General Conditions**" or "**GC**") apply to any agreement for the sale and supply of "**Products**" concluded between ISV Techno Sagl ("**ISV Techno**") and a "**Customer**" - each a "**Party**", and, jointly, the "**Parties**".

These General Conditions are intended to define the standard rules to be applied to the relationship between the Parties - while each Purchase Order with the related Order Confirmation defines the specific quantity and type of Products, the overall price, the delivery dates, and other specific conditions agreed in relation to a single sale transaction.

Any changes, additions, or waivers to these General Conditions, as well as any different terms and conditions, will not be binding, unless confirmed in writing by a representative of the Parties, which specifies the provisions that are intended to be modified, supplemented, or waived.

ISV Techno reserves the right to unilaterally modify these GC - undertaking to make the most recent version of the GC available on its website <https://isvtechno.com>

Offers: Each ISV Techno Offer is valid for 15 (fifteen) days, after which it is no longer binding on it, unless otherwise agreed between the parties.

Customer Purchase Order: By sending his "**Purchase Order**", the Customer unconditionally accepts these General Conditions as well as the specific conditions reported in the written offer of ISV Techno, which together form the contract between the Customer and ISV Techno. It is expressly understood that each Confirmed Purchase Order will be governed by the GC applicable at the time of its confirmation.

Acceptance of the Purchase Order: Purchase Orders constitute an irrevocable proposal by the Customer and will be considered accepted only after written confirmation by ISV Techno ("**Order Confirmation**"). After five (5) days of receipt, without ISV Techno having given any confirmation, the Purchase Orders are considered rejected.



Discipline of the Sales Agreement: The General Conditions and the applicable Order Confirmation will replace and prevail over any other contractual term or condition that may be exchanged between the Parties, including the Customer's standard contractual terms and conditions.

In the event of a conflict between the provisions of these GC and the provisions contained in an Order Confirmation, the provisions of the GC will prevail.

CHANGES AND CANCELLATION OF ORDERS

After the Buyer's acceptance of the order confirmation ISV Techno shall execute the order as agreed upon and the Buyer cannot change or cancel it. In any case, ISV Techno reserves the right to accept or reject the changes or cancellation of the order which the Customer may request – depending on the state of the order execution and on the availability. Anyway, the changes and cancellation of an order must be explicitly accepted in writing by ISV Techno otherwise the previously agreed upon sales contract shall remain valid.

PRICES

The sales prices are intended in CHF for the Swiss territory and in Euro extra Switzerland, and are intended net of VAT / VAT, eventually displayed.

These prices, unless otherwise agreed in writing, are intended as Ex works Stabio, 6855, Switzerland, in compliance with the Incoterms 2020 provisions, which are intended expressly referred to here and therefore must be understood as net of transport, insurance, packaging or any other charges, including bank charges and fees.



TERMS OF DELIVERY

The terms and methods of delivery/collection are those specified in the Order Confirmation. Although ISV Techno makes every effort to meet the deadlines for the expected delivery dates, a delay of up to five (5) business days can be considered an acceptable variation.

ISV Techno will not be considered in default for delays in delivery, if (i) the Customer has not fully fulfilled its obligations established by these GTC or by the Order Confirmation (including payment obligations); (ii) if the delays depend exclusively on the delay of third-party suppliers in making materials, semi-finished products, accessories, or products available; (iii) for any other circumstance beyond the control of ISV Techno.

In case of delays, as described in the previous clause, ISV Techno will inform the Customer as promptly as possible. ISV Techno also reserves the right to make partial deliveries.

Any delays or partial deliveries do not in any case entitle the customer to delay payment, which must always be made within the established terms.

The delivery deadline by ISV Techno is considered fulfilled and respected at the time of delivery of the goods to the third-party carrier / forwarder, or if the product, if in electronic format, is made available to the Customer.

TERMS OF PAYMENT

Unless otherwise agreed, payment must be made no later than the terms agreed between the parties, to be understood as mandatory.

In the event of delayed payment, the Customer will be required to pay default interest to the extent determined by the applicable legislation, in addition to the reimbursement of any expenses, including legal costs incurred for the recovery of the credit.

ISV Techno has the right, at any time, to suspend, cancel the order or modify the payment conditions, if at its sole discretion, the customer's solvency conditions are lacking or diminishing; if at the date of delivery the customer has not yet paid the amount due (also in relation to previous supplies), ISV Techno will have full power - without this entailing any indemnity or compensation for damage to the customer - to subordinate the delivery of the Products upon payment of any unpaid invoice.



Any dispute or claim does not entitle the customer to suspend or delay the agreed payments. The customer will not be able to raise objections or propose actions against ISV Techno, unless after having paid any outstanding payments, including the payment of the goods to which the complaint refers.

TERMINATION OF THE CONTRACT

With reference to the execution of each order confirmation, ISV Techno reserves the right to suspend the supply in progress and / or further supplies, if one or more of the conditions established in the Order confirmation are not respected, even partially, or in these GTC, or when changes occur in the Customer's property or in the Customer's commercial capacity, as in the case of ascertained difficulty in payments also towards third parties.

In addition to the above, and without prejudice to the right to compensation for damage, ISV Techno reserves the right to suspend the supply in progress and / or further supplies if the Customer violates one of the following provisions:

- (i) Intellectual Property Rights in Products
- (ii) Confidential Information

TRANSPORT

Any responsibility and risk inherent in the transportation of the goods are transferred from ISV TECHNO to the Customer upon delivery of the goods to the carrier.

The goods always travel at the risk of the Customer, who may at his discretion obtain insurance coverage. Recovery of compensation for any damages will in all cases remain the sole responsibility of the Customer. Goods transported, in any capacity, by ISV TECHNO vehicles are not covered by any insurance policy. Under no circumstances will ISV TECHNO pay compensation to the Customer. Shipping costs will be defined according to the destination location. In any case, the minimum shipping cost is set at 50 EUR/CHF up to 50 kg weight.

PACKAGING

The prices indicated in the price lists refer to bare goods. The prices indicated in the offers and in the contract include the packaging or means of protection necessary to avoid damage or deterioration of the materials, under normal conditions of transport and for the destination established by the contract.



FAILURE TO COLLECT / DELIVER GOODS

If the buyer does not collect the goods when the goods are ready, or if he does not make himself available to receive the goods, he must equally make all payments connected with the delivery as if the material had been. ISV Techno will also arrange for the storage of the material at the expense, risk, and peril of the buyer.

The above does not in any way affect the Product acceptance procedure described below.

GUARANTEE

To the maximum extent permitted by law, the warranties contained in this clause are the only warranties provided in relation to the Products, replacing all other warranties, explicit or implicit, deriving from law or from commercial use. Therefore, the guarantee referred to in this article absorbs and replaces the legal guarantees for defects and conformity and excludes any other possible liability of ISV Techno in any case originating from the products supplied; in particular, the customer will not be able to make other claims for damages and in no case ISV Techno will be held liable for direct or indirect damages, including by way of example only loss of earnings or damage due to machine stop / production stop.

ISV Techno guarantees that the Products are those described in the Order Confirmation.

ISV Techno guarantees that the Products are selected among the high-quality products of third-party producers and are subjected to preventive checks and regular random checks; that any interventions by ISV Techno on the construction or adaptation of the Products are carried out according to high quality standards.

All Products are covered by the Manufacturer's warranty, for a period of 24 months, according to the applicable legislation, and for the period provided for by this, so that the Customer can obtain the replacement or repair of the goods, without charge, if a Product presents lack of conformity not recognizable at the time of delivery not attributable to the Customer, pursuant to what is established below.

ISV Techno responds directly only with reference to the defects connected separately made or adapted by ISV Techno itself for a period of 12 months.

ISV Techno undertakes to repair or have repaired or replaced by the manufacturer, maintaining contact with the same manufacturer.



The guarantee is only recognized under the following conditions:

- i. that the Customer has fully made all payments relating to the Products for which the guarantee is requested.
- ii. that the Products have been correctly installed, stored, and used in compliance with the normal criteria of diligence and the Instructions of ISV Techno and / or the Manufacturer. The customer expressly undertakes to install or have the product installed, used, or used in a workmanlike manner
- iii. that the Customer has notified these hidden or functional defects within eight (8) days of discovery. This notification must be made in writing, describing the defect in detail, and attaching photographic evidence.
- iv. that repairs, modifications, or alterations have not been carried out without the prior written authorization of ISV Techno and that the defects found have not been caused by chemical and / or electrical agents and for reasons attributable to the Customer.
- v. that the Products that are assumed to be defective are, at the request of ISV Techno, regularly returned to ISV Techno in accordance with the provisions of the Clause below.

Furthermore, the warranty does not cover defects due to normal wear and tear of the Products.

Following a regular customer complaint, the return of the defective Products, if applicable, and the verification by ISV Techno of the effective existence of the defect, the latter, without prejudice to the reimbursement of the costs incurred for the return, to its choice, will be able to:

- i. repair defective products.
- ii. provide free of charge to the customer's premises products of the same type and quantity as those found to be defective.
- iii. issue a credit note, total or partial, in favour of the customer for a sum equal to the value indicated on the invoice of the returned products. In such cases the defective Products will become the property of ISV Techno.

If the defects found on the Products are not attributable to the responsibility of ISV Techno or the Manufacturer, the costs of repairing and replacing the products will be calculated and invoiced to the Customer.



RETURNED GOODS

To be returned, a product must have a Return Authorization Number (R.M.A.Number) which will be provided by ISV Techno following a written request from R.M.A. to be carried out using the appropriate form, once this procedure has been authorized. The goods must be returned carriage paid and in the original intact packaging to ours. operational headquarters which will be communicated together with the R.M.A.

In the shipping and accompanying documents, the number of R.M.A. and the details of the ISV Techno bill with which the product was sent to the Customer. Goods returned in unsuitable or damaged packaging will be rejected.

INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that all intellectual property rights, such as, by way of example, patents, trademarks, trade names, designs, copyrights, know-how and any other intellectual or industrial property rights, whether registered or not (anywhere in world), which may exist in relation to the Products, are the property of the legitimate owner, be it the Manufacturer or ISV Techno (“**IP Rights on the Products**”). Nothing in this agreement implies the granting of any license in respect of any of the IP Rights in the Products.

The Customer must not submit, directly or indirectly, any request, in any country, to obtain the registration of intellectual property rights or to engage in behaviour that involves the creation of intellectual property rights, which may conflict with IP rights. on the Products.

The Customer must not reverse engineer, disassemble, isolate parts or components of the Products or perform any other unauthorized analysis of the Products or their parts or components.



DESCRIPTIVE DRAWINGS AND DOCUMENTS

Prices, characteristics, dimensions, and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, or price lists are only approximate. These data have no binding value except to the extent that they are expressly mentioned in the Order Confirmation.

The data contained in the technical data sheets on the site show the official data provided by the manufacturer and are regularly updated by ISV Techno, except for changes made by the manufacturer without timely notification to ISV Techno.

LANGUAGE USED FOR THE PRODUCTS

The language of the documentation provided and of the messaging of the software applications developed by us is Italian. The documentation concerning third-party products is, unless otherwise expressly agreed, the language of the original manufacturer or English.

CONFIDENTIAL INFORMATION

"Confidential Information" means, for the purposes of these GC, any information and data, (whether owned by a Party or obtained by that Party from an affiliated entity under a confidential agreement), of a technical, commercial or financial nature and / or relating to research, development work, commercial activities, customers, procedures, methodologies, results, products, services, intellectual property rights, technical aspects, all of the above relating to the past, present and future activities of this Party.

Both Parties acknowledge that during the execution of each Purchase Order, each party (as the **"Receiving Party"**) may have knowledge of the other Party's confidential information (as **"Disclosing Party"**).

The Receiving Party will not communicate or disclose the Disclosing Party's Confidential Information to third parties, except as required by law or a court order, without the prior written consent of the Disclosing Party.

To avoid the disclosure of Confidential Information by the Disclosing Party, the Receiving Party will use the same degree of care it takes in relation to its own Confidential Information of equal importance.



Furthermore, it is acknowledged that some of ISV Techno's "Confidential Information" may be subject to proprietary arrangements ("**Proprietary Information**"). In consideration of the above, the Customer acknowledges that the disclosure, even accidental, of Proprietary Information may cause significant financial damage to ISV Techno.

TREATMENT OF PERSONAL DATA

The privacy policy is freely available online on the ISV Techno website at the web address: [Privacy Policy - ISV Techno](#)

LAWS & REGULATIONS

The General Conditions, as well as any contractual documentation connected to them, will be governed by Swiss law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute that may arise between the Parties in relation to the Agreement, including those relating to its validity, interpretation, effectiveness, execution, and resolution, will be the exclusive competence of the Lugano Court, Switzerland.