NEMESI ITALIA S.R.L. - GENERAL TERMS AND CONDITIONS OF SUPPLY

1) PRELIMINARY PROVISIONS

These General Terms and Conditions of Supply govern the sale of products and the provision of services by Nemesi Italia S.r.l.
These General Terms and Conditions of Supply shall apply regardless of any purchasing conditions, clauses, or provisions that are conflicting, additional, or different and contained in purchase orders, communications, or other documents issued by the Customer, unless expressly accepted in writing by Nemesi Italia S.r.l.
Should one or more provisions of these General Terms and Conditions of Supply be deemed invalid or unenforceable, such invalidity or unenforceability will not affect the validity of the remaining provisions or of the agreement.
Any deviation from these General Terms and Conditions of Supply must be approved in writing by Nemesi Italia S.r.l.
These General Terms and Conditions of Supply are available on the Company's website at: **https://nemesitalia.it/en/general-terms/**
By signing the order, order confirmation, contract, or any other contractual document referring to these General Terms and Conditions of Supply, the Customer acknowledges having read, understood, and fully accepted them.
Should specific agreements, technical annexes, quotations, or special conditions relating to individual products or services be executed between Nemesi Italia S.r.l. and the Customer, such documents shall prevail over these General Terms and Conditions of Supply exclusively regarding the matters expressly governed therein. In all other respects, these General Terms and Conditions of Supply shall remain applicable.

2) ORDERS

All orders (hereinafter referred to as the "Impegno Cliente") shall be signed by the Customer through a digital signature platform. Nemesi Italia S.r.l. may, at its sole discretion, accept orders placed by telephone or other verbal means.
Acceptance of the order by Nemesi Italia S.r.l. shall be confirmed through the issuance of the order confirmation ("Customer Commitment") and/or by sending the relevant sales invoice.

3) DELIVERY

The Customer acknowledges and accepts that any delivery dates stated in the order and/or communicated by Nemesi Italia S.r.l. are provided for planning purposes only and shall not be binding; accordingly, Nemesi Italia S.r.l. shall not be liable for failure to deliver the products by such dates.
Where delivery of the products is made through shipment, title to and risk of loss of or damage to the products shall pass from Nemesi Italia S.r.l. to the Customer upon delivery to the carrier.
Where Nemesi Italia S.r.l. makes partial deliveries and/or batch deliveries, these General Terms and Conditions of Supply shall apply to each partial delivery and/or batch.
Any claims relating to damage, tampering, missing packages, or other anomalies attributable to transportation shall be accepted only if the goods have been received by the Customer with a specific reservation noted on the carrier's delivery document. In the absence of such reservation, the goods shall be deemed accepted as compliant and undamaged, and no claim shall be considered.

4) SERVICE COVERAGE HOURS

Support services are available from Monday to Friday, excluding public holidays, during the following hours:
08:30 a.m. to 12:30 p.m.
02:00 p.m. to 06:00 p.m.
Services provided outside normal coverage hours, during nighttime hours, public holidays, or on an emergency basis shall be charged according to the applicable surcharges in force at the time the service is performed.

5) IMPOSSIBILITY OF PERFORMANCE (FORCE MAJEURE)

If, at any time, Nemesi Italia S.r.l. is unable to perform any contractual obligation, or if any loss, damage, accident, or delay in delivery is caused by circumstances beyond the control of Nemesi Italia S.r.l., including, without limitation, acts of criminal misconduct, shortages of products or raw materials, declared or undeclared wars, civil unrest, accidents, strikes or lockouts, man-made disasters, natural events, actions or omissions of the Customer, or any restrictions imposed by any local, municipal, governmental, or customs authority, whether Italian or foreign, the time for performance of the relevant obligations shall be suspended for the duration of such preventing circumstances.
Alternatively, Nemesi Italia S.r.l. may, at its sole discretion and upon notice, cancel any order or any unfulfilled portion thereof without incurring any liability.
In such circumstances, if the contract is terminated, the Customer shall remain obligated to pay Nemesi Italia S.r.l. for all products already delivered and services already performed.

6) RESPONSE TIMES FOR SUPPORT SERVICES

Any response times specified in the contract shall be understood as maximum response times calculated based on average handling times for known and reasonably manageable incidents.
The severity and complexity of the request, as well as exceptional circumstances, may require longer response times.
Where there is evidence of absolute necessity, response timelines may be adjusted according to the severity of the event.

7) LIABILITY OF NEMESI ITALIA S.R.L.

Nemesi Italia S.r.l. shall perform the activities provided for in the order or contract in accordance with the best professional practices and applicable technical standards.
The obligations of Nemesi Italia S.r.l. shall constitute obligations to exercise reasonable skill and care and shall not be construed as guarantees of a specific result.
Nemesi Italia S.r.l. shall be responsible for:

- Supplying products and services in accordance with the agreed contractual terms;
- Implementing appropriate technical and organizational measures for the protection of information;
- Managing the technical activities entrusted to it;
- Monitoring and managing security incidents relating to managed systems.

8) CUSTOMER RESPONSIBILITIES

To enable the supply of goods or services, the Customer undertakes to:

- Provide Nemesi Italia S.r.l. with all information, credentials, authorizations, and resources necessary for the proper delivery of the services;
- Ensure that its employees and collaborators use information systems diligently and securely, and in accordance with the instructions provided by Nemesi Italia S.r.l., whether verbally or in writing;
- Promptly report any anomalies, malfunctions, security incidents, or events that may compromise system integrity;
- Maintain valid and active all software licenses, hardware maintenance agreements, and subscriptions necessary for the proper operation of the systems;
- Refrain from allowing third parties to perform work on systems covered by the contract without prior notice to Nemesi Italia S.r.l.;
- Inform Nemesi Italia S.r.l. in advance of any changes affecting the systems or their location, even if such systems are not directly supported by Nemesi Italia S.r.l.

The Customer remains solely responsible for the data processed, the accuracy of stored content, authorization rights concerning systems and applications, and compliance with the regulations applicable to its own business activities.

9) MANAGEMENT OF ADMINISTRATIVE CREDENTIALS

The order or contract with Nemesi Italia S.r.l. may include ongoing monitoring, management, and maintenance activities relating to the Customer's information systems, aimed at ensuring the proper functioning of IT infrastructures, business continuity, and compliance with applicable security policies, in accordance with the procedures and service levels defined in the contract and related technical documentation.

As part of service delivery, technical documentation relating to managed systems, including operational information, system configurations, and, where necessary, access credentials, is managed through Nemesi Italia S.r.l.' IT Glue documentation platform.

Access to the platform is protected by secure authentication mechanisms and includes multi-factor authentication (MFA), accessible exclusively to duly authorized personnel.

Credentials stored on the platform, where applicable, are managed using protection and encryption systems compliant with the security measures adopted by Nemesi Italia S.r.l. and by the platform provider, with the aim of ensuring confidentiality of information and preventing unauthorized access.

Documentation and information are shared with the Customer exclusively for purposes related to the services covered by the order or contract and in compliance with applicable confidentiality obligations and security measures.

The methods adopted for managing access rights, credentials, and technical documentation are consistent with the information security policies implemented by Nemesi Italia S.r.l. as part of its Information Security Management System.

10) BACKUP MANAGEMENT

Where the service provided includes backup management by Nemesi Italia S.r.l., the Company guarantees only the correct execution of the activities included in the service itself and cannot guarantee the complete recovery of data in the event of damage, tampering, cyberattacks, irreversible hardware failures, or force majeure events.

Where backup management is not expressly included in the service provided, Nemesi Italia S.r.l. shall assume no responsibility whatsoever regarding the retention, loss, corruption, or recoverability of the Customer's data.

11) MICROSOFT 365 LICENSES, CLOUD SERVICES AND THIRD-PARTY SERVICES

Nemesi Italia S.r.l. shall not be liable for service interruptions, service degradation, data loss, or functional changes resulting from services provided by third-party suppliers, including, without limitation, providers such as Microsoft, Google, VMware, Veeam, Internet connectivity providers, and cloud service providers.

Nemesi Italia S.r.l. undertakes solely to provide support within the limits permitted by such suppliers.

12) PRICES

Unless otherwise specified, the prices stated in Nemesi Italia S.r.l.' quotation are exclusive of any taxes or duties, transportation, packaging, and insurance costs, as well as any expenses related to customs clearance procedures or importation.

Nemesi Italia S.r.l. reserves the right to charge the Customer for such costs.

The applicable prices shall be those indicated by Nemesi Italia S.r.l. and shall remain valid for the period specified in the quotation. If no validity period is specified, prices shall remain valid for 7 (seven) days from the date of the quotation.

Notwithstanding the foregoing, Nemesi Italia S.r.l. may increase its prices in the event of extraordinary and unforeseeable circumstances or other situations beyond its control.

Should the Customer fail to collect the quantity of products scheduled in the purchase orders, Nemesi Italia S.r.l. reserves the right to revise prices according to the quantity of products delivered.

13) PAYMENT

All invoices shall be paid to Nemesi Italia S.r.l. within the agreed payment terms, irrespective of any anomalies occurring during the warranty period, any testing requirements, installations, and/or other services related to the products sold.

Nemesi Italia S.r.l. reserves the right to issue bank receipts, bills of exchange, and/or other electronic or paper-based payment instruments without this constituting any derogation from Article 1182, paragraph 3 of the Italian Civil Code (place of performance).

In the event of payment by installments, failure to pay even a single installment by its due date shall result in the Customer losing the benefit of deferred payment pursuant to Article 1186 of the Italian Civil Code, with the consequence that all outstanding amounts, including those not yet due, shall become immediately payable.

In the event of non-payment, even of a single installment, Nemesi Italia S.r.l. shall be entitled to suspend any further supply and terminate contracts that have not yet been fulfilled, without prejudice to:

a) the immediate payment of all supplies already fulfilled;

b) compensation for damages resulting from the interruption of supplies;

c) termination of the contract relating to the unpaid supply pursuant to Article 1456 of the Italian Civil Code.

Following termination of a service, Nemesi Italia S.r.l. will maintain any data migration or transfer services required to facilitate the Customer's transition for a period of 15 days. After such period, the related data may be permanently deleted.

Any disputes concerning invoices must be submitted by registered letter with return receipt to the registered office of Nemesi Italia S.r.l. or via certified email (PEC) to **nemesi@pec.nemesitalia.it** within 8 days from receipt of the goods and/or provision of the service. Otherwise, such disputes shall not be considered, and the supplies shall be deemed accepted without reservation.

Late payments shall accrue default interest at the statutory rate increased by 3 (three) percentage points, in addition to any bank charges and/or debt recovery costs incurred.
The Customer shall not be entitled to make any deduction and/or apply any discount to the agreed price without the prior written consent of Nemesi Italia S.r.l.
Should Nemesi Italia S.r.l. be able to deliver only part of the products contractually agreed upon but be unable to deliver all items due to causes beyond its control, including, without limitation, those referred to under the Force Majeure clause, the Customer shall pay Nemesi Italia S.r.l. for the items actually delivered in accordance with these General Terms and Conditions of Supply.

14) RETENTION OF TITLE

Nemesi Italia S.r.l. retains ownership of the delivered products until full payment of the purchase price has been received, pursuant to Article 1523 of the Italian Civil Code.
During this period, the Customer undertakes to safeguard the products supplied and to obtain the consent of Nemesi Italia S.r.l., by registered letter with return receipt or certified email (PEC) to **nemesi@pec.nemesitalia.it**, before moving the products from the original place of delivery.
The Customer shall also promptly inform Nemesi Italia S.r.l., by registered letter with return receipt or certified email, of any enforcement or protective proceedings initiated by third-party creditors affecting the products, accepting liability for any damage caused to Nemesi Italia S.r.l. by failure or delay in such notification.

15) INTELLECTUAL PROPERTY

Where the order or contract concerns software, technical documentation, know-how, or other intellectual property rights, such items are supplied to Nemesi Italia S.r.l. exclusively within the limits and under the terms set forth in the applicable user licenses, license agreements, or other contractual provisions.
All intellectual and industrial property rights shall remain the exclusive property of their respective owners.
Except as expressly provided by the aforementioned licenses or authorizations, nothing in this agreement shall be construed as granting, transferring, or assigning to Nemesi Italia S.r.l. any ownership rights, licenses, or additional rights to use, reproduce, modify, distribute, or exploit the software or other intangible assets covered by the order.

16) CONFIDENTIALITY

Each party shall treat as confidential all technical, commercial, and financial information received from the other party during the business relationship, shall use such information solely for the performance of the contract, and shall not disclose it to third parties.
The confidentiality obligation shall remain in force throughout the duration of the relationship and indefinitely after its termination.
Information already known to the receiving party or which becomes publicly available without breach of confidentiality obligations shall be excluded from this obligation.

17) DOCUMENTATION

All documentation provided to the Customer in support of the sale, including price lists, performance estimates, and other technical specifications supplied by Nemesi Italia S.r.l., is provided for indicative purposes only and shall not be considered part of the contract unless otherwise agreed in writing.
Any drawings or technical documents made available by Nemesi Italia S.r.l., whether before or after execution of the contract, for the Customer's use and information, together with any other information supplied to the Customer, including technical specifications, may not be copied, reproduced, or disclosed to third parties without the prior written consent of Nemesi Italia S.r.l.

18) WARRANTY

Nemesi Italia S.r.l. warrants that the goods sold are free from defects in materials and workmanship and passes through to the Customer any manufacturer warranty applicable to the products supplied.
The Customer shall notify Nemesi Italia S.r.l. in writing of any defects discovered in the products delivered within 8 (eight) days from discovery.
Nemesi Italia S.r.l. grants the Customer a warranty period in accordance with the applicable laws and regulations for its products. All claims must be submitted no later than the expiration of the warranty period.
The warranty period shall commence on the date of the invoice issued to the Customer for the products.
Where the manufacturer provides a longer warranty period, Nemesi Italia S.r.l. shall extend the warranty accordingly upon the Customer's express request, unless otherwise agreed with the manufacturer.
Nemesi Italia S.r.l. reserves the right either to refund the purchase price paid by the Customer or, alternatively, at its sole discretion and expense, to repair and/or replace products that Nemesi Italia S.r.l. determines to be defective, provided that such defects are reported within the warranty period specified above.
Any transportation costs shall be borne by the Customer.
Nemesi Italia S.r.l. shall not be required to help under this article for damage resulting from improper use of the goods or their connection to unsuitable equipment.
Nemesi Italia S.r.l. shall not be liable for damages resulting from or related to unforeseeable circumstances beyond its control.
Nemesi Italia S.r.l. shall not be liable for malfunctions, service interruptions, or data loss arising from activities performed by third parties engaged by the Customer or by the Customer itself.
Where activities performed by third parties make verification, restoration, or reconfiguration work necessary, such activities shall be considered outside the scope of the contract and charged separately.

19) LIMITATION OF LIABILITY

Without prejudice against mandatory liabilities imposed by law and cases involving willful misconduct or gross negligence, Nemesi Italia S.r.l.' liability in relation to the products shall be limited exclusively to direct damages.
Indirect or consequential damage, including loss of profits, loss of business opportunities, or any other economic loss, are fully excluded permitted by law.
In any event, Nemesi Italia S.r.l.'s aggregate liability shall not exceed the purchase price of the products subject to the claim.
Except in cases of willful misconduct or gross negligence, Nemesi Italia S.r.l. shall not be liable for the loss, alteration, or deletion of data and software occurring during assistance, repair, or product update activities.

20) CYBERSECURITY

Nemesi Italia S.r.l. shall not be held liable for damages or for the loss of confidentiality, integrity, or availability of data arising from:

- Cyber Attacks;
- Malware, virus, or ransomware;
- Fraudulent activities carried out by third parties;
- Account compromise resulting from weak, shared, or stolen credentials;
- The Customer's failure to implement recommended security measures;
- Extortion aimed at obtaining data or preventing unlawful disclosure;
- Improper or negligent use of IT systems by the Customer.

The Customer acknowledges that no IT system can be considered 100% secure and that preventive and protective measures cannot guarantee the absence of cybersecurity incidents or cybercrime.

21) RETURN OF PRODUCTS

No return of products by the Customer to Nemesi Italia S.r.l. shall be accepted without the prior authorization of Nemesi Italia S.r.l.

For this purpose, the Customer shall submit a return request to Nemesi Italia S.r.l. within 7 days of the date of delivery.

Returned products must be enclosed in the manufacturer's original shipping boxes, complete with all packaging materials.

All products must be returned with transportation charges prepaid.

Products alleged to be defective shall be returned together with a complete description of the nature of the claimed defects.

If Nemesi Italia S.r.l. authorizes the return of products, any costs associated with the return of the products or the cancellation of orders shall be determined by Nemesi Italia S.r.l.

Under no circumstances shall products that have been tampered with, damaged, or otherwise fail to comply with the manufacturer's specifications be accepted. Such products shall be returned to the Customer at the Customer's expense.

22) INDEMNIFICATION FOR INFRINGEMENT OF THIRD-PARTY RIGHTS

The Customer acknowledges that rights relating to trademarks, trade names, copyrights, patents, and other intellectual property associated with the products are not transferred to the Customer unless expressly agreed otherwise.

The Customer shall indemnify and hold harmless Nemesi Italia S.r.l. against any claims, damages, and costs, including legal fees awarded as compensation, incurred by Nemesi Italia S.r.l. either as a result of modifications made to the products in accordance with the Customer's technical specifications or as a consequence of any infringement of intellectual property rights arising from such modifications.

23) USE RESTRICTIONS AND INDEMNITY

The products sold by Nemesi Italia S.r.l. shall be used solely and exclusively for the purposes specified by their respective manufacturers.

Such purposes generally do not include the use of products in life-support and/or life-protection systems, in connection with nuclear materials, or in any other application where product malfunction could result in loss of life, bodily injury, harm to human health, or exceptionally large and unusual financial losses.

Should the Customer use or resell products purchased and/or designed by Nemesi Italia S.r.l. for one or more of the purposes, such use or resale shall be entirely at the Customer's own risk and responsibility.

In the event of non-compliance, the Customer shall fully indemnify and hold harmless both Nemesi Italia S.r.l. and the product manufacturer against any direct or indirect damages, costs, and liabilities arising from the use of the products in violation of this clause and/or the limitations and precautions established by the original manufacturers.

24) PROCESSING OF PERSONAL DATA

Personal data shall be processed in accordance with the principles of fairness, lawfulness, transparency, and the protection of privacy and data subject rights.

Pursuant to Articles 13 and 14 of EU Regulation 2016/679 (GDPR), Nemesi Italia S.r.l., acting as Data Controller, provides its complete Privacy Notice, available at the following link: **https://nemesitalia.it/en/privacy-en/**

25) SUBCONTRACTING

Nemesi Italia S.r.l. reserves the right to engage third parties for the performance of any part of the work or for the supply of products or services.

26) THIRD-PARTY CLAIMS

The contract or contracts to which these General Terms and Conditions of Supply apply shall have effect solely between the Customer and Nemesi Italia S.r.l.

Third parties shall acquire no rights against Nemesi Italia S.r.l., and Nemesi Italia S.r.l. shall have no liability towards third parties under any executed contract or contracts.

Furthermore, except in cases of willful misconduct or gross negligence, the Customer shall indemnify and hold harmless Nemesi Italia S.r.l. against any action, claim, or demand brought by third parties for tort liability or any other type of liability directly or indirectly related to defects or failures of the products, the use of the products, or the services provided.

27) WAIVER

Failure by Nemesi Italia S.r.l., at any time, to exercise any of its rights arising from these General Terms and Conditions of Supply against the Customer shall not be deemed a waiver of such rights, nor shall it be construed as acceptance of any breach or of any modification to these General Terms and Conditions of Supply.

28) NOTICES

Any notice required under these General Terms and Conditions of Supply shall be made in writing and sent by registered mail with return receipt or by certified email (PEC) to **nemesi@pec.nemesitalia.it**, addressed to the registered office of Nemesi Italia S.r.l.

29) TERMINATION

Nemesi Italia S.r.l. may terminate any contract by written notice to the Customer, without prejudice to any claims or rights that Nemesi Italia S.r.l. may have or exercise, if:

a) the Customer breaches any term or condition of any contract, these General Terms and Conditions of Supply, or any applicable law;

b) a bankruptcy petition is filed against the Customer, and/or the Customer becomes subject to compulsory administrative liquidation, and/or is declared bankrupt, and/or proposes a composition with creditors, and/or a receiver or administrator is appointed over the Customer's assets;
c) enforcement proceedings are commenced against any movable or immovable property of the Customer.
Upon termination of the contractual relationship, the Customer may request the return of any of its data held by Nemesi Italia S.r.l. in connection with the provision of the services.
Unless otherwise requested by the Customer or required by legal retention obligations, Nemesi Italia S.r.l. may delete such data within a reasonable period following termination of the contract, in accordance with its internal information security procedures.

30) JURISDICTION AND COMPETENT COURT

The Court of Bergamo (Italy) shall have exclusive jurisdiction over any dispute arising out of or in connection with this contract. This jurisdiction clause shall not be affected by the place where the order was executed, the place of delivery, the place of payment, where such places differ, nor by payment through bank receipts (RI.BA.), bills of exchange, or any other electronic or paper-based payment method.