

GENERAL SALES CONDITIONS

October 2024

1. General Aspects

The sale of products listed in this price list occurs in accordance with the following provisions, which are considered in effect from the formal order, accepted only in writing. These general conditions of sale (along with any associated written specifications, quotations, and/or supplementary terms and conditions) will exclusively govern the sale of all goods and services (including, without limitation, hardware, firmware, and software products, training services, programming, maintenance, technical interventions, repairs, and services mentioned in this price list). The receipt or acceptance of delivery by the buyer of any ordered or purchased product constitutes their acceptance of these terms and conditions.

2. Minimum Amounts

The minimum billable amount for a single order is €150. For amounts below this, the reserved discount cannot be applied, and payment must be made in cash on delivery or by advance bank transfer. For customers who place orders with summary billing at the end of the month, this clause does not apply. The minimum billable amount for out-of-warranty repairs is €100. For occasional and authorized orders below €40, an additional charge of €20 will be applied, and these will be processed only with payment by advance bank transfer.

3. First Order

The first order (from a New Customer) will be processed after receiving, in writing, the document with all the necessary details for insertion: Company Name, VAT number, tax code, supporting banks, etc., and in any case, payment must be made in cash on delivery or by advance bank transfer.

4. Discrepancies Between Offer and Order

In the event of discrepancies between the offer and the order, a written confirmation will be sent indicating the necessary changes; delivery will occur only after receiving the signed copy of the confirmation for acceptance.

5. Transport and Risk

The charges and risks of transporting the products are borne by the Customer. The goods are guaranteed to be loaded and ready for departure and travel at the buyer's risk. SENECA is released from any liability for any loss or delays during transport organized by the Customer. When free port transport is granted, SENECA will insure the goods and agree with the Customer on the price for transport and insurance costs.

6. Payment Terms

Payments must be made with a bank document. In the case of the first supply, advance payment is required. Otherwise, unless otherwise agreed, payment is due thirty (30) calendar days from the invoice date with approved credit in progress as determined by the seller. In the case of delayed payment, SENECA will act in accordance with applicable laws; D.LGS October 9, 2002, no. 231 according to the new EU directive 2000/35/CE. SENECA reserves the right to change the payment conditions offered and/or confirmed due to changes in solvency, such as delays in the set terms or unpaid bills or exceeding the assigned credit limit.

7. Delivery Terms

Delivery terms are understood to be ex-factory from the plant or warehouse or as otherwise decided and indicated in the order confirmation. In all cases, ownership passes to the buyer with the first delivery by the seller to the buyer or upon receipt by the first carrier for transport to the buyer, except for all rights related to the intellectual property associated with the products, which remain with the seller or its suppliers and licensors. The shipping dates indicated are based on the prompt receipt of all necessary information from the buyer.

8. **Warranty**

Products are guaranteed against defects and manufacturing faults according to applicable laws. In the case of returns for repair or replacement, even under warranty, transportation costs are solely the responsibility of the client, and any shipments sent freight collect will be rejected. The standard warranty for our manufactured materials is valid for a period of 12 months from the shipping date. Any warranty intervention will be ex-works SENECA (PD). Repaired or replaced products are covered for the remaining period to complete the original warranty term. Regarding software and firmware, unless otherwise specified in a license from SENECA or third parties, it is guaranteed that the standard software and firmware products provided, when used with suitable hardware and instrumentation, will function according to the operating specifications and reference manuals.

9. **Claims and Limitation of Liability**

Any claims must be made within 8 days from the receipt of the goods. To the maximum extent permitted by applicable law, SENECA shall not be liable for any work interruptions or loss of profits, revenues, materials, or any form of incidental, indirect, or consequential damages of any kind arising from the misuse of its products.

10. **Authorized Software and Firmware**

The use of products composed of software or firmware may be subject to the buyer's acceptance of additional terms and conditions set forth in a separate contract from the seller or third parties, which will exercise control as necessary to resolve any conflicts with the established terms and conditions or otherwise mentioned in this document. In the absence of a separate contract from the seller, the buyer is granted a non-exclusive, non-transferable license to use the seller's software or firmware provided only in object code form and solely in conjunction with the products supplied by the seller, without the right to sublicense, disclose, disassemble, decompile, perform reverse engineering, or modify.

11. **Packaging and Marking**

Packaging will be billed at cost, not exceeding 2%. In general, custom packaging and marking operations for the buyer may be subject to additional costs not otherwise included in the price of the products.

12. **Prices and Exchange Rates**

Prices are expressed in euros and are exclusive of VAT. Furthermore, the other information appearing in this price list is subject to change without notice and must be confirmed through specific quotations. Prices do not include sales taxes, use taxes, consumption taxes, customs duties, value-added taxes, and other similar taxes. For purchases in currencies other than euros, the exchange rate applied is that valid on the day of the order; if the payment date differs from that of the order and indicates a changed exchange rate of $\pm 3\%$, the selling price will be recalculated based on the new exchange rate.

13. **Modifications and Replacements**

Repairs and order modifications requested by the buyer, including those concerning the type, scope, and delivery of products, must be documented in writing and are subject to prior approval and price adjustment, scheduling, and other related terms and conditions by SENECA. In any case, SENECA reserves the right to refuse any modification that it deems unsafe, technically inadvisable, or non-compliant with established technical and quality criteria or standards, or incompatible with its design and production capabilities. SENECA also reserves the right to make substitutions using the latest version or replacement series or an equivalent product that has comparable form, fit, and function.

14. **Repairs and Returns**

Unless otherwise specified, return forms are subject to repair after the customer has activated the online procedure and followed the instructions on the page <https://www.seneca.it/rma/>. Initially, SENECA, once agreed upon and granted the return, provides the customer with indications on the specifics to include on the shipping document (transport document) and the shipping methods; communication of the return will be sent via email or through a shared corporate database, also to the personnel responsible for acceptance. Upon receipt of the goods, acceptance verifies that each return in the attached documents includes the authorization indications or if it has been received via email and on the shared database in the corporate network. Only if all these checks are

positive will the operator accept the return; otherwise, it will be rejected back to the sender. All returns of products will comply with SENECA's instructions. Out-of-warranty returns of unused and resalable products will be subject to the seller's return policies in effect at that time. Products returned under warranty must be properly packaged and shipped freight collect (returns at SENECA's expense) by the client or otherwise according to the instructions provided by SENECA.

15. **Order Cancellations**

Cancellations by the client before shipment must be requested in writing and may incur reasonable cancellation and restocking fees payable to SENECA, including reimbursement of direct costs. SENECA also has the right to cancel an order for just cause at any time with prior written notice.

16. **Force Majeure**

SENECA shall not be liable for losses, damages, or delays resulting from causes beyond its reasonable control, including, without limitation, acts of God, actions or omissions attributable to the buyer, civil or military causes, fires, strikes, floods, epidemics, quarantine restrictions, wars, riots, acts of terrorism, transport delays, or transportation embargoes.

17. **Disputes**

The parties will attempt in good faith to promptly resolve any disputes arising from elements contained in this document through agreements between representatives of the parties who have the authority to reach a solution. Otherwise, the competent court is that of Padua.

18. **Quality, Brands, Standards**

SENECA operates according to total quality criteria and has been ISO 9001 certified since 1997 for "Design, production, and marketing of instrumentation, realization of automation systems for industrial and civil applications, support and assistance services." In addition to CE certification, part of the SENECA range has UL, UR CSA, RINA, MID, and ATEX certifications. The company's production process, realized by automated SMT technology lines, adheres to international lead-free and eco-compatible regulations RAEE, ROHS, REACH. The safety standards, electromagnetic compatibility, and electrical protection comply with CE, IEC, EN regulations. Software and communication interfaces are developed and updated in accordance with internationally recognized standards (e.g., IEC 61131, ModBUS RTU/TCP, IEC 60870, CanOPEN, PPP, SMTP, HTML, FTP, MQTT and related protocols).

19. **Usage Warnings**

For safe and effective operation of the products presented in this price list, it is recommended to carefully read the relevant instruction manuals before use. The products may only be used for the purposes for which they were designed and manufactured. Any other form of use is at the user's own risk. Installation, programming, and commissioning are permitted only for qualified operators; such operators must be physically and intellectually capable. Commissioning must be carried out only after correct installation; therefore, the user must ensure that all operations described in the user manual are performed with utmost care.

20. **Liability**

SENECA will not be held responsible for inconveniences, breakages, or accidents due to lack of knowledge or failure to comply with the indicated prescriptions. The same applies to any unauthorized modifications. SENECA reserves the right to modify the products for any constructive or commercial need without the obligation to promptly update the reference manuals.

21. **Technical Data**

The technical data provided in this price list are intended solely as a guide for the user for determining suitability and do not constitute any functional or performance guarantee of any kind.

22. Validity of Price List

This price list is valid from the date indicated on the cover. It replaces and cancels previous versions. SENECA reserves the right to update and modify it without notice.

23. Contact Information

The supplies proposed by SENECA represent solutions for industrial and civil automation, the use of which requires in-depth technical knowledge in all areas of electronics, hydraulics, and plant engineering. In this context, SENECA's commercial network has a widespread organization both nationally and internationally. Our sales office is available for support and assistance activities.

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SENECA srl

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PEC Email: senecasrl@pec.it

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24. Privacy

The data controller responsible for personal data processing who makes decisions regarding the methods and purposes of processing is Seneca srl, located at Via Austria 26, Padova, info@seneca.it. The Data Protection Officer is Francesco Pavan.

Pursuant to Article 13 of Legislative Decree 196/2003 (Privacy Code) and Article 13 of Regulation (EU) no. 2016/679 (GDPR 2016/679), which contain provisions to protect individuals and other subjects concerning the processing of personal data, we inform you that the personal data you provide, necessary for legal compliance, will be processed in accordance with the above-mentioned regulations and the confidentiality obligations to which Seneca srl is subject.

The processing is carried out in automated or manual form in compliance with Article 32 of GDPR 2016/679 and Annex B of Legislative Decree 196/2003 concerning security measures. The collected data will not be disseminated or transferred to third parties. Seneca does not collect sensitive data (health status, religious or political orientation, etc.) as defined in Articles 26 and 27 of Legislative Decree 196/2003 and Articles 9 and 10 of Regulation (EU) no. 2016/679. Seneca does not engage in any automated decision-making or profiling processes as per Article 22, paragraphs 1 and 4 of Regulation (EU) no. 2016/679.

25. Email Contacts

Sales Office Italy: commerciale@seneca.it

Sales Office International: sales@seneca.it

Marketing Office: marketing@seneca.it

Administration: amministrazione@seneca.it

Logistics: logistica@seneca.it

Quality Assurance: qualita@seneca.it

Technical Support: assistenza@seneca.it

Advanced Support: supporto@seneca.it