

## GENERAL TERMS AND CONDITIONS

### NEWTEC DESIGN:AUDIO GMBH

#### 1. Scope

- 1.1. All offers of NewTec Design Audio GmbH (hereinafter: NewTec), each order / offer confirmation and each order fulfilment are based on these general terms and conditions. They shall apply to all future business relations, without being explicitly agreed again. By placing the order, they are recognised as binding by the customer.
- 1.2. The terms and conditions of the customer, which are not expressly acknowledged by NewTec, are hereby expressly excluded and are not binding for NewTec.

#### 2. Acceptance of the purchase

- 2.1. Offers, especially in brochures, advertisements, etc., are also non-binding and free-to-use, even with regard to the prices. The documents, such as illustrations, drawings, weights and measurements, which are attached to the respective offers, are models and guideline values and are therefore purely exemplary and not binding. All proprietary and other intangible rights to drawings and other documents are exclusively available to NewTec.
- 2.2. On the basis of oral or written inquiries/orders of the customer, NewTec makes a written offer. In the case of consent, the customer shall record a written order/offer confirmation, which is thus binding for both parties as of the customer's drawing.
- 2.3. Verbal agreements with members of staff and/or employees of NewTec shall be binding upon them only after explicit written confirmation thereof.
- 2.4. With the order the customer has to submit any documentation, all technical data, as well as possible technical drawings on the basis of which NewTec will create the project plan.
- 2.5. Customer's request for changes to the order / offer confirmation must be made in writing, NewTec reserves the right to accept or reject these change requests.

#### 3. Prices and Delivery

- 3.1. All prices are included in the price list of NewTec valid at the time of the order / offer confirmation and are valid without VAT. They do not include any costs for transport, insurance, packaging and other charges following the "ex works NewTec GmbH / Luigi Negrelli Str. 13 / C Bolzano" according to Incoterms 2020.
- 3.2. If the customer wishes to claim a preferential value-added tax, he undertakes to immediately deliver to NewTec the documents stipulated by the law or to transmit them by post.
- 3.3. For any additional work that NewTec is entrusted with after the contract has been concluded and for which the contract does not provide for single pricing, the prices charged by NewTec at the time of execution shall be valid.
- 3.4. The delivery dates and deadlines on the part of NewTec are non-binding as far as the delivery dates are not binding.
- 3.5. Subject to special agreements, the delivery will be "ex works NewTec GmbH / Luigi Negrelli Str. 13 / C - Bolzano". The date on which the goods are released for delivery by NewTec shall be deemed to be delivered by means of an oral or written notification or de facto by the removal of the goods.
- 3.6. NewTec shall not be hold responsible for the performance of the contract particularly in case of force majeure, strikes, import obstacles, defect of semi-finished products and raw material, etc. and shall be released from compliance with promised delivery dates; NewTec reserves itself the right to cancel the agreement. The same shall apply in the case of the above-mentioned non-responsible effects on NewTec's suppliers.
- 3.7. With the delivery "ex works NewTec GmbH / Luigi Negrelli Str. 13 / C - Bolzano" according to Incoterms 2020, all liability and danger with regard to the goods are passed on to the customer; this also applies in case of transportation of the goods on request and on behalf of the customer from NewTec.
- 3.8. Any delays will not constitute a breach of contract by NewTec and shall in no case entitle the customer to terminate the contract, credit a penalty or any other claims for damages. In the event of a delay in the delivery or performance, or if there is a permanent or temporary impossibility of the delivery obligation of NewTec, the customer shall be entitled, with regard to the delivery with which NewTec is in default, or for the impossibility to withdraw from the present contract after unsuccessfully the special grace period set by NewTec has elapsed. Any other claims of the customer due to the delivery date, other delivery delays or impossibility shall not exist, unless NewTec is intentional or grossly negligent.
- 3.9. In exceptional cases, our customers have the possibility to return ordered and already delivered goods to NewTec Design: Audio GmbH within 14 calendar days after receipt of the goods in opposition to legal trade regulations. A clear justification of the return is required. In addition, a return is only possible after prior agreement with a NewTec

employee. A return takes place exclusively if this product is properly packed in its original packaging (in the case of speakers, the membrane protection should not have been removed). The sales packaging (s) must also be protected by a carton. A delivery note must be enclosed. The costs for the return are borne by the customer. NewTec Design: Audio GmbH charges you for the restocking of this product. Returns that do not meet the specifications will not be accepted. After the goods inspection and restocking, the customer will be issued a credit note (minus fees and transport costs of the delivery to the customer).

#### **4. Installation and Assembly of the products**

- 4.1. At the request of the customer the assembly and installation of the products can be carried out by NewTec. The respective prices and dates will be detailed in the respective offer.
- 4.2. NewTec's installation and assembly personnel must be provided with a perfect accessibility to the installation site without any fees, with sufficient electrical power and, to a sufficient degree, the necessary equipment in the case of existing installations.
- 4.3. If the assembly of the individual products and systems for any reason which is not attributable to NewTec can not be carried out or cannot be terminated, the customer is entitled to invoice the entire service according to the order/offer confirmation and the agreed payment targets.

#### **5. Terms of Payment**

- 5.1. Unless in case of special agreements, payment shall be made to NewTec without deduction, within 30 days from the date of the invoice.
- 5.2. By exceeding the due date of payment, interest shall be paid at the current interest rate EURIBOR 3 months, rounded up to the nearest full percentage point + 4%. The customer is in default without requiring an express reminder.
- 5.3. The non-compliance of the customer's payment goal entitles NewTec to immediately terminate any further delivery of goods to the same, until the total payment of all sums due.
- 5.4. If an agreed installation payment is not respected, the customer will forfeit the benefit of the instalment payment.

#### **6. Defects and warranty claims**

- 6.1. In the event of defects in the goods delivered by NewTec, NewTec shall be liable to the exclusion of further claims as follows: The customer must report the obvious defect immediately, at the latest within eight days after delivery of the goods, in writing with the delivery note and a concrete description of the type of defect; in the case of hidden defects within eight days after detection and at the latest within one year after delivery in the case of amplifiers and two years in the case of loudspeakers. NewTec shall not be liable for defects that are not reported in this time. As a result, NewTec will promptly provide the customer with a written statement, and/or an expert from NewTec GmbH will issue an expert opinion of the complained product, on the basis of which NewTec will supply a faultless replacement or repair the goods. Prohibited goods may only be returned with the express permission of NewTec.
- 6.2. NewTec's liability is limited to the fact that the product can be repaired and/or delivered as a substitute product, depending on the choice of the product. In all cases, no further claims by the customer, in particular claims for damages, in particular for indirect damages and loss of profit, are excluded, unless NewTec is intentionally or grossly negligent.
- 6.3. Exclusion of warranty: in the event of non-compliance with the intended installation, operating or maintenance instructions, in particular in case of improper or unauthorized use; in case of lack of maintenance and improper storage, as well as improper transport (for example, storage of the products outdoors); in the case of wear, which is unavoidable even in the case of proper and appropriate use (natural wear), when the magnet coil is burned in the loudspeaker, which is a clear proof of improper use.
- 6.4. There is also no warranty for NewTec products that have undergone modifications not made or requested by NewTec and in cases where repairs are not made by NewTec. The warranty is void if the product or its components have not been operated or used for other purposes, as directed by NewTec.
- 6.5. Complaints and notices of complaints do not entitle the customer to interrupt or fail the agreed payments, in accordance with Article 1462 ZGB, the clause "solve et repete" shall apply to NewTec.

#### **7. Reservation of Ownership**

- 7.1. The goods delivered and installed by NewTec remain the property of Art. 1523 ZGB until the customer has paid in full the purchase price including all additional requirements as well as all claims resulting from the current business relationship. This also applies if individual or all claims against the customer have been included in a current account and the balance is recognized. The retention of title shall also continue to exist as long as the bills or checks handed over to NewTec are not fully settled.

## 8. Arbitration Clause

- 8.1. Any dispute arising between the Contracting Parties concerning the interpretation, application and/or execution of these General Terms and Conditions shall be handed over to the Arbitration Court of Bolzano according to the rules of arbitration of the Chamber of Commerce, Industry, Crafts and Agriculture, namely the indisputable decision of an arbitral tribunal consisting of three Arbitrators, as provided for in the Arbitration Rules, to be appointed pursuant to Articles 26 and ff. Of the aforementioned arbitration.
- 8.2. These terms and conditions and the entire legal relationship between NewTec and the Customer shall be subject to Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## 9. Data Security

- 9.1. Information and consent to the processing of personal data within the meaning of the Data Protection Act nr. 675/96: We hereby inform our customers that the processing of their personal data by NewTec, the holder of the processing, takes place electronically or manually, exclusively for the purpose of fulfilling the contractual and future contractual conditions, to legal regulations, orders of authorities, Are authorized to do justice to the regular accounting and customer records, as well as for the transmission of advertising and information material and market research within the meaning of Law No 675/96.
- 9.2. The customer confirms to have been informed about the processing modalities, as well as about his rights pursuant to Article 13 of Law 675/96 and subsequent amendments. By signing the present General Terms and Conditions, the contractual partner expressly confirms the above mentioned information and has acknowledged it and thus gives its consent to the processing, including transmission and dissemination, with regard to the intended purpose within the meaning of Article 11 and Article 20 Of its data by the subject owner and / or the person responsible in the context of the said information.

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

According to the article 1341 (ital. ZGB), the customer declares the terms and conditions as described in 1.1, 1.2, 2.1, 2.2, 2.3, 3.4, 3.6, 3.7, 3.8, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 7.1, 7.2, and to accept them in full.

Date: \_\_\_\_\_

Customer: \_\_\_\_\_