



TERMS AND CONDITIONS OF SALE

1. Unless otherwise stipulated by DIBA ELECTRONICS SRL: payment terms are upon order; prices are ex-works and prices do not include taxes, freight, handling, duties and/or other similar charges, which remain the responsibility and sole liability of the customer/recipient. DIBA ELECTRONICS SRL reserves the right to change the terms before shipment, to require payment in advance or to delay/cancel any shipment or order due to customer's solvency problems or if the customer fails to fulfill any obligation on the agreed deadlines.
2. In the absence of prior agreement on shipment, DIBA ELECTRONICS SRL may select a carrier. DIBA ELECTRONICS SRL's liability for any loss or damage shall cease upon delivery of the products to the carrier, the customer, or the customer's agent (including any test center or value-added service provider), whichever occurs first.
3. DIBA ELECTRONICS SRL provides warranty with respect to products sold only for defects resulting from defective assembly by the manufacturer, within 30 days after delivery, unless otherwise defined in the quotation. All other products and components or materials used in any assembled or customized product are covered by and subject to the terms, conditions, and limitations of the manufacturer's standard warranty to which the Customer should therefore apply.
4. Products shall be considered accepted by the Customer unless the Customer informs DIBA ELECTRONICS SRL in writing within 20 days of delivery of any shortage, damage or defect. In the event that the customer claims a defective product; a detailed report of such defect shall be attached in writing to DIBA ELECTRONICS SRL. No product defect or claim will be accepted and considered without adequate supporting documentation or detailed report within the above period.
5. Any liability of DIBA ELECTRONICS SRL with respect to any failure or delay in the performance or delivery or shipment of the products and/or for any damage suffered by the customer as a result of such failure or delay, when such failure or delay is caused by fire, accident, pandemics, riots, war, governmental interference or embargo, strike, shortage of labor, fuel, materials, or any other cause of force majeure, is expressly excluded.
6. All sales and offers are made subject to these terms and conditions and those contained in said purchase order. The Customer, by accepting any products, making payments or ordering products that have previously received these terms and conditions, expressly agrees to these terms and conditions notwithstanding any terms contained in any prior or subsequent communication from the customer, and whether or not DIBA ELECTRONICS SRL will object to the customer's terms. Any additions or modifications to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of DIBA ELECTRONICS SRL before becoming binding on DIBA ELECTRONICS SRL.
7. Delivery of material ordered and confirmed is contingent upon passing the functional test performed by the supplier on the component.
8. Products may be subject to export or resale restrictions or regulations, and the customer expressly agrees to such restrictions and obligations. Products may have been imported. Any statements regarding the product in the country of origin or compliance with applicable law, (including that the products comply with RoHS directives), are provided to DIBA ELECTRONICS SRL by its suppliers, and DIBA ELECTRONICS SRL does not guarantee their accuracy or truthfulness and therefore assumes no obligation in this regard: therefore, shall not be liable for any error regarding the same. The customer uses such information at its own risk.
9. Except for the warranty coverage set forth in paragraph 3 above, DIBA ELECTRONICS SRL does not assume any obligation or liability (nor shall its suppliers have any liability or obligation in this regard) to the customer or any third party for any defect, error, dissimilarity claim, loss, damage, or expense caused in whole or in part, directly or indirectly, by the inadequacy of any product for any purpose, by any deficiency or defect in any product, by the use or performance of any product, or for any direct, indirect, incidental, consequential, or punitive damages.
10. No order may be cancelled, rescheduled, or reconfigured without prior written authorization from DIBA ELECTRONICS SRL and, in such event; the customer shall be liable to DIBA ELECTRONICS SRL for any additional expenses incurred. Prices are subject to change if the customer reconfigures the order.
11. Any dispute that refers to the validity, interpretation, execution, non-fulfillment of these general conditions of sale, as well as in general to the validity, interpretation, execution, non-fulfillment and termination of the contracts stipulated between DIBA ELECTRONICS S.R.L. and the Customer, or that in any way is related to them, shall be submitted to the exclusive jurisdiction of the Court of Milan, even in the case of contiguity and connection. In case of international sales, the Vienna Convention of 1980 shall apply without prejudice to Italian jurisdiction and the exclusive jurisdiction of the Court of Milan.
12. The Customer declares to have read the information pursuant to Articles 13 and 14 of the EU Regulation 2016/679 (GDPR) available on the website, and with the purchase order provides consent to the processing of their personal data for the purposes and in the manner indicated in the aforementioned information. The Customer's personal, corporate and fiscal data, acquired directly or indirectly by DIBA ELECTRONICS S.R.L., will be collected and processed in paper, computer and telematic form exclusively for the purpose of enabling the execution of purchase orders, the fulfillment of legal accounting and fiscal obligations and the management of any disputes related thereto. The data acquired by DIBA ELECTRONICS S.R.L. will be kept for a period of time not exceeding that necessary for the purposes for which they were collected and subsequently processed, and in any case not exceeding ten years. Their removal will take place in a secure manner. For anything not expressly provided for herein, reference is made to the aforementioned information notice, which the Client declares to have read and understood.

After careful rereading of the clauses 1), 2), 3), 4), 5), 6), 7), 8), 9), 10), 11) and 12), the Client declares that he/she expressly approves them pursuant to articles 1341-1342 c.

(CUSTOMER'S SIGNATURE)

DIBA ELECTRONICS SRL

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