

TERMS AND CONDITIONS OF SALES OF SINFOTECH.IT SRLS

1. Premise

Commercial relations between Sinfotech.it Srls and customers are governed exclusively by the following general conditions of sale, excluding any other agreement, unless agreed in writing; also placing an online order implies full acceptance of the following conditions. The contract is concluded with the confirmation by Sinfotech.it Srls of the order issued by the customer in writing or placed online on the www.tagnfc.com website.

2. Customer

Sinfotech.it Srls, through the channel www.tagnfc.com, sells exclusively to:

- hardware and software resellers;
- system integrators;
- software houses;
- companies that, in accordance with current trade legislation, have the authorization, resulting from the item "ACTIVITIES" in the Chamber of Commerce registration, for the resale of computer equipment, electronic and consumer materials, audiovisual and / or photographic media and materials.

3. Responsibility

Sinfotech.it Srls is not responsible for any damage or loss, direct and / or indirect, deriving from the sale of goods and services offered in the catalog published on the website www.tagnfc.com, even for delayed and / or non-delivery of the product, nor for the correspondence of the goods to the specifications published on the site, nor for any other fact not directly attributable to Sinfotech.it Srls.

4. Technical information and correct use of software

The technical information included in the website www.tagnfc.com is obtained from the information published by the manufacturers of the goods included in our catalog. Sinfotech.it Srls, therefore, reserves the right to modify / adapt the technical and dimensional information of the products in the catalog, based on what will be communicated by the producers, even without any prior notice.

In the event that the goods purchased from Sinfotech.it Srls consist of software licenses or include software necessary for its use, the customer in relation to such software:

- acknowledges and accepts that such software may be used by the end user only upon acceptance and in compliance with the terms and conditions set out in any use licenses prepared by the manufacturers, undertaking to this end to communicate the above to end users, noting that failing that, the software cannot be used;
- undertakes not to copy, reproduce, translate, disassemble, perform reverse engineering activities, attempt to trace and / or appropriate the source code, modify, use in any way or allow third parties to access such Software, also undertaking, at the time resale, to impose such obligations on its customers.

In the event of non-compliance with the obligations referred to in this article, the customer will indemnify Sinfotech.it Srls from all damages, costs, expenses and charges that may arise as a result of the non-fulfillment of these obligations.

5. Orders

Orders are accepted only and exclusively if sent or confirmed in writing by email, or if placed online on the www.tagnfc.com website.

The customer who sends the online order at the end of the procedure will receive by e-mail a confirmation communication certifying the receipt of the order and the attribution of the relative "order number".

For orders sent by email, the customer must verify the receipt and possible acceptance of the same.

For orders received in electronic form, the methods of acceptance and confirmation of the same will be agreed with each customer.

6. Prices

All prices entered on the site, in the price list column, are to be understood as suggested list prices for the end user - VAT excluded - and gross of the discount reserved for them. The

sale price is that indicated in the order receipt certificate. If the discount is not specified, the "net sale price" to the retailer - excluding VAT will be indicated in the same receipt. Prices and discounts can be changed at any time, without notice.

Sinfotech.it Srls reserves the right to change prices at any time, without prior notice. In the event that an incorrect price is published as it is lower than the correct price by more than or equal to 50% and / or in any way recognizable and / or to a clearly negligible extent, for any reason (error in our systems, human error, etc.), the order may be canceled, even in the case of initial validation and the product will not be delivered, unless the purchaser still decides to proceed with the order and accepts the payment of the correct price.

7. Product Availability

Sinfotech.it Srls periodically publishes reports relating to the stock available.

Since access and the possibility of placing orders "online" modify product availability in real time, Sinfotech.it Srls does not guarantee the certainty of assignment of the ordered goods, unless otherwise agreed in advance.

8. Transport, Risk and Transfer of Ownership

The shipment takes place by means of carriers chosen by Sinfotech.it Srls or by another person on behalf of the latter and is carried out carriage paid with charges to the customer on the invoice.

The goods travel at the risk of Sinfotech.it Srls until delivery to the place indicated by the customer and, more precisely, until the signing of the accompanying document by the customer (or their representative).

In the event of theft / loss of a free port shipment, Sinfotech.it Srls undertakes to compensate the full value of the undelivered products, the reordering of the same is at the discretion of the customer. Where the customer requests to appoint his own carrier, the shipment takes place carriage forward and the risk of loss (due to theft or loss) and / or damage to the goods is transferred to the customer upon delivery to the carrier from the Sinfotech.it Srls's warehouses.

The shipment of the goods in stock is usually carried out within 24 working hours, unless otherwise agreed in writing between the parties. The shipment takes place all over the world, in purely indicative terms of 24, 48 or 72 hours from the date of entrustment to the courier, on non-holiday days and from Monday to Friday.

At the time of delivery of the goods, the customer must check the integrity of the packages and the quantitative and qualitative correspondence with what is indicated in the accompanying document and in case of discrepancies, they must be reported on the same accompanying document subject to indicating exactly and specific discrepancies found

(generic reserves such as "control reserve", "non-compliant goods" will not be considered valid for this purpose) and confirmed, within eight calendar days by e-mail to the reference commercial of Sinfotech.it Srls.

Even if the packaging is intact, the goods must be checked within eight calendar days of receipt and any hidden defects arising from transport must be reported in writing by registered letter with return receipt to the carrier and a copy to Sinfotech.it Srls within eight calendar days from receipt.

Any report beyond the aforementioned terms will not be taken into consideration and will not be effective. For each declaration, the customer assumes full responsibility for what is declared.

9. Payments

The goods supplied must be paid for by credit card or irrevocable bank transfer, in advance and confirmed, unless otherwise agreed upon in writing with Sinfotech.it Srls.

Sinfotech.it Srls reserves, at its sole discretion, the right not to proceed with the shipment of the goods, even after accepting the order, to those customers who are "out of credit", or with "outstanding" or, in "litigation" or by non-irrevocable and / or unconfirmed bank transfer.

10. Traceability of financial flows

Sinfotech.it Srls acts in compliance with the obligations established by the Italian Law no. 136/2010, article 3, as amended by articles 8 and 9 of the Law Decree n. 187/2010, in order to ensure the traceability of financial movements relating to public services and supplies. The customer - in the event that the order concerns the execution, for whatever reason, of an order subject to the scope of application of Law no. 136/2010 and subsequent amendments - must comply with all the provisions of this law, expressly indicating the tender identification code (CIG) or, where required by law, the unique project code (CUP) as well as the references of the Contracting Authority, providing all the necessary cooperation to allow Sinfotech.it Srls the correct fulfillment of legal obligations. The customer must pay for the goods supplied exclusively with instruments suitable for guaranteeing full traceability of the operation towards Sinfotech.it Srls, as provided for in this Article 10. The violation of the provisions of this article and / or in any case of the provisions of the art. 3 referred to in Law no. 136/2010 and subsequent amendments determines, in accordance with the law, the legal termination of individual orders.

11. Cancellation of orders

The customer may request the cancellation of the order or part of it. Sinfotech.it Srls reserves the acceptance of the cancellation of the same.

The cancellation request must be made promptly, in writing, by registered letter with return receipt or PEC, and in copy to our email contact.

12. Return of Goods

The return of goods to Sinfotech.it Srls must be requested in writing, by registered letter with return receipt or PEC, and in copy to our email contact, indicating the reasons for the request, citing the references of the invoice and / or the delivery slip, and must be expressly authorized by Sinfotech.it Srls.

Sinfotech.it Srls reserves the right not to accept the return.

The return of the goods must be made after authorization and assignment of the "return number" and within 10 working days from the date of approval of the return request.

The returned goods may be subject to curtailment in the event that the product:

- while perfectly intact (closed), it is marked with the icon (product in "end of life", that is, no longer reorderable from our supplier) or ("back to back" product, which can be purchased specifically upon receipt of the order by the customer) to when entering the return request;
- is declared open;
- is declared unopened when in reality it is;
- is a customized product specifically for the customer;
- is a software license;
- in cases where it reaches Sinfotech.it Srls beyond 10 working days from the time of issue of the return authorization.

The goods to be returned must be in perfect condition, in the original packaging and shipped free port to our warehouse, mentioning the return number assigned on the document.

13. Complaints

Any shipping errors or material shortages must be reported in writing and / or online, according to the methods and terms indicated in point 8.

14. Warranties

The purchase of material from Sinfotech.it Srls, implies the full acceptance of the warranty conditions provided by the manufacturer, which are independent from the will of Sinfotech.it Srls. The customer, therefore, is aware that the purchased goods will be guaranteed by the manufacturer and under the conditions provided for by the same, and therefore accepts, with all reservations removed, all the methods of providing the manufacturer's warranty, also with reference, by way of example, of the manager of the guarantee also different from Sinfotech.it Srls.

15. Export restrictions

The customer undertakes to comply with all export laws and regulations, restrictions, economic sanctions and embargoes established by the European Union, the United Nations, the United States of America, the United Kingdom, Switzerland and any other jurisdiction, competent in relation to products, including the control regime on defense materials and dual-use products, and any other law and / or regulation that prohibits or restricts the export, re-export or transfer of products, technology, data or services, directly or indirectly to, or for, certain countries, uses or end users.

The customer declares and guarantees that, before making any purchase of products, he will be required to read the limitations and existing requirements for their marketing and use, and acknowledges that by proceeding with the purchase he agrees to fulfill the obligations deriving from them.

The customer declares and guarantees that he will purchase the products exclusively for those activities, those users and those territories in relation to which the resale of the products does not require Sinfotech.it Srls to obtain any license, permit or authorization, in accordance with the laws and regulations applicable to the marketing of products.

The customer undertakes to: (i) maintain adequate documentation of its activities and contractual relationships with its customers; (ii) provide, upon simple request of Sinfotech.it Srls, documents, reports and files generated by any system tools; (iii) give access to Sinfotech.it Srls or its agents, whenever reasonably requested by the latter, to its structures and its document archives in order to verify compliance by the customer (and its customers) with the obligations provided for in this article, even if this is done on the recommendation of producers or authorities, national or foreign; (iv) ensure that its customers are bound by written conditions that commit them to comply with obligations equivalent to those assumed by the customer pursuant to this article.

The fulfillment of the aforementioned obligations by the customer is essential for Sinfotech.it Srls; if the customer does not comply with the obligations referred to in this article, the customer must indemnify Sinfotech.it Srls for all damages, costs, charges and expenses that could arise from the customer's violation of these obligations and acknowledges that

Sinfotech.it Srls will have the right to suspend and / or terminate any agreement stipulated with the customer without resulting in penalties or compensation obligations.

16. Various provisions

16.1 Each Party declares to know the provisions of Legislative Decree 231/2001 and to undertake to base its behavior, aimed at the implementation of the contract, on principles of transparency and fairness.

Each Party declares that it has adopted and effectively implemented company procedures and rules of conduct suitable for preventing the commission of the offenses provided for by Legislative Decree 231/2001 and undertakes to keep them all effectively implemented for the entire duration of the contractual relationship.

16.2 Where the customer communicates personal data of third parties to Sinfotech.it Srls in order to execute the Order (for example in the case of using the drop shipment service, which consists in the direct shipment of goods from the warehouses of Sinfotech.it Srls to third parties, or in the case of the sale of a software license that requires the communication of the personal data of the End User to the supplier for activation), in compliance with the current legislation on the protection of personal data Sinfotech.it Srls, as Manager of the Data processing, it undertakes to process such personal data only for the purpose of executing the Order for the entire duration of the commercial relationship between the customer and Sinfotech.it Srls and in any case according to the retention times provided for by law and any contractual obligations between Sinfotech.it Srls and the supplier of goods and services.

Sinfotech.it Srls, therefore, guarantees to:

- fulfill all that is necessary for compliance with the provisions in force on the subject and to scrupulously observe the provisions therein, including the regular keeping of the register of processing activities performed on behalf of the customer;
- assist and cooperate with the customer for the fulfillment by the customer of the legislative obligations incumbent on the customer in relation to the personal data processed by Sinfotech.it Srls on behalf of the customer, including the technical and organizational measures to guarantee the exercise of the rights of the interested parties;
- adopt and maintain the security measures to guarantee the availability, confidentiality and integrity of the data in question;
- cease any use and delete personal data processed on behalf of the customer upon termination of the contract, without prejudice to the provisions of the law and the contractual requests of the suppliers of the goods and services;
- immediately, in the event that an interested party contacts Sinfotech.it Srls for the exercise of a right or claiming a violation, to communicate it to the customer and not responding to the interested party, unless otherwise instructed by the customer;

- communicate to the customer without undue delay any occurred or supposed violation of personal data for the purposes of registration / notification / communication of data breaches;
- make available to the customer all the information necessary to demonstrate compliance with current legislation in the face of a request from the competent authority.

17. Disputes

For any dispute that may arise, the Court of Lecco, Italy, will be exclusively competent.

18. Amendments to these general conditions

The general conditions contained in this document may be modified without prior notice and will be valid from the date of publication on the website www.tagncf.com.

Pursuant to and for the purposes of art. 1341 cc, the Customer declares to have carefully read the general conditions of sale reported above in all the relative points and, after careful reading, to have expressly accepted all the clauses, including, specifically, the following unfair clauses: Art. 3 ("Responsibility"); Art. 5 ("Orders"); Art. 6 ("Prices"); Art. 7 ("Product Availability"); Art. 8 ("Transport, Risk and Transfer of Ownership"); Art. 9 ("Payments"); Art. 10 ("Traceability of financial flows"); Art. 12 ("Return of Goods"); Art. 13 ("Complaints"); Art. 14 ("Warranties"); Art. 15 ("Export restrictions"), Art. 17 ("Disputes"); Art. 18 ("Amendments to these general conditions").

These conditions are valid from: July 2021