



Terms and Conditions of Sale

1. Applicability of standard Terms and Conditions of Sale

These standard conditions shall apply to each relation between Starday S.r.l. (hereinafter referred to as Starday) and the Purchaser (customer) unless expressly waived by particular conditions confirmed in writing by Starday.

2. Purchase Orders

Each order shall be issued in writing (fax, e-mail). Each provision and condition detailed in the purchasing order shall comply with the "Terms and Conditions of Sale" or will be considered void.

3. Refinement of the contract

Starday's offer is not to be intended as a contract proposal as per art. 1326 of the Italian Civil code, therefore it is not binding for Starday in any instance. The offer only has the aim of giving information regarding the availability of the products and their prices at the moment of the offer. It is, thus, subject to subsequent variations.

Upon receipt of an order from the Purchaser, Starday may issue an order confirmation in writing, to be sent to the Purchaser together with the Terms and Conditions of Sale. To accept the contract, the Purchaser shall sign and return them.

Any information or data regarding characteristics and/or technical details of the products contained in catalogues, price lists or similar will be binding only if such information is expressly confirmed in writing by Starday.

Where Starday requires the payment (total or partial) in advance, it may ask for contract termination in the case of non-compliance by the customer..

4. Shipment and delivery

- a) unless otherwise agreed and only under exceptional circumstances, every Starday sale is to be intended as EX WORKS (all related costs will be charged on the invoice) using the forwarding carrier approved by Starday. Starday shall make all reasonable efforts to comply with the shipment and delivery time agreed with the customer.
- b) Any possible Complaint or objection over the products being sold, does not allow the customer to suspend or delay the payments.
- c) The Purchaser shall not resell the products to clients and subjects mentioned in the Table of Denial Orders.

5. Delivery terms

The delivery terms given by Starday are to be intended as guidelines and not mandatory, Starday therefore shall not be considered responsible in case of damages or any penalties deriving from a late delivery.

Starday reserves the right to carry out partial deliveries and consequently to issue the relative invoices which shall be paid in accordance with the terms agreed in the order confirmation.

The delivery of a partial amount of the items ordered shall not relieve the customer of its duty to accept the goods and pay for the delivered items.

Unless otherwise agreed, the compliance of the order later than the terms agreed shall not entitle the customer to ask for a contract cancellation.

6. Return of Goods

- a) Any return of goods shall be authorized beforehand in writing by Starday.
- b) The returns shall be accepted only if attached to the Return Material Authorization (R.M.A.) document. All the items must be returned in the original packaging and packed in such a way as to protect the goods from any damage for which the customer will be considered responsible. In cases where the returned items are considered non-compliant, the customer shall attach to the packaging a complete description of the alleged defect. Those products which are returned without any justified reason will be resent to the customer, who will bear the shipment costs.
- c) The return of goods, even if authorized, shall not be accepted if on the Return Material Authorization form attached any of the following information is not given:
 - Return Material Authorization (R.M.A.) number, notified by Starday to the Client;
 - Number of Packing List / Delivery Note or Commercial Invoice;
 - Quantity and type of items;
 - Reason for the return
 - Request for substitution or repair;
- d) Welded, damaged or rigged products, as well as items recovered by

already assembled circuits or used in an improper way, shall not be accepted.

- e) Those products found to be compliant to the standard characteristics and/or in those conditions described by d) will be resent to the customer who will bear the shipment costs.
- f) Those complaints for goods with a value of less than € 100 shall not be accepted.

7. Payment conditions

All invoices shall be paid to Starday within the terms agreed, regardless of any anomalies occurred during the warranty period or the need for any testing.

Starday retains the right to issue bank records and/or checks without this constituting a derogation to the subparagraph 1182 of the Italian Civil Code.

For new customers Starday reserves the right to require the payment in advance or through a cashier cheque to be handed at the moment of delivery. Any complaints regarding the invoice shall be sent by registered mail or certified e-mail within 8 days from invoice receipt, otherwise they will not be accepted and the invoices will be considered accepted unreservedly. No discounts shall be made unless authorized by Starday.

The Purchaser is not allowed to make deductions from the agreed amount (eg. In case of Payment in advance or in case of any alleged defect of the products) unless previously agreed in writing with Starday.

Where Starday has reason to believe that the Purchaser does not have the capacity or the willingness to pay the goods within the agreed date, Starday reserves the right to make delivery of products conditional upon submission of adequate payment guarantees.

8. Delivery suspension and termination of contract

Starday reserves the right to suspend the deliveries where the customer has not made one of the payments within the agreed deadline, or missed one of its duties in other contracts, or has failed to fulfil completely any of its obligations.

After the termination of a contract, where the economic conditions of the customer changed due to bill protests and/or compulsory enforcement over the customer's assets and/or insolvency proceedings against the customer, or in the case of default of payment or of delay of payment from the customer's side, Starday, in addition to its rights mentioned in the previous paragraph (right to suspend the deliveries), reserves the right to terminate the contract with immediate effect and to communicate the revocation of the terms agreed as per art. 1186 Italian Civil Code. Furthermore Starday reserves the right to require the immediate payment of the overdue balance and of the invoices within the terms agreed by registered mail.

9. Prices

Sales prices are calculated as explained in art. 4 a) and do not include VAT; any other provision has to be agreed and will be specifically charged. Those prices which are linked to currencies other than the Euro (€) will be automatically updated in the invoice in relation to the currency rate exchange at the date of issue of the packing list.

Any other expenditure due to the costumers' needs and/or requirements (such as, for example, boxes and special packaging, airfreight...) will be charged to the client.

Any discount or rounding of the amount of the invoices will not be accepted..

10. Order cancellation and re-programming

The cancellation of purchase orders or quantity reductions cannot be decided by the client unless previously authorized in writing by the vendor. Any re-programming has to be agreed in writing with Starday, which reserves the right at its discretion. It is, anyhow, required to submit a written notice by registered mail or certificated E-mail at least one month before the expiry date. In that case, Starday has the right to charge the customer with an amount equivalent to 1.5% per month of the value of the unused goods as a refund for the non withdrawn material.

Regardless of what is foreseen in these Terms and Conditions of Sale, it is intended that any order related to special or customized or high valuable products, as well as products to be assembled in dedicated kit, namely all those items classified as NCNR is to be considered NOT CANCELLABLE and goods NOT RETURNABLE.

11. Warranty

Starday guarantees that the sold goods are exempt from defects in material and workmanship, issuing to customers the same warranty received from the original suppliers.

The Purchaser shall report any product defects in writing within 8 days from their discovery. Starday recognizes 12 months warranty over its products. Any complaint shall be submitted within 12 months. This period shall be calculated from the delivery date of the products or from the date of commencement, in case of delay, expressly agreed with the customer. Where the manufacturer has guaranteed a longer warranty period, Starday in turn will guarantee a longer warranty for the product, upon expressed customer's request, unless otherwise agreed with the manufacturer.

Starday, as of today, reserves the right to pay back the amount of money corresponding to the selling prices of the products or, alternatively, it may repair and/or substitute, at its discretion and at its own expense, those product that Starday itself recognizes as defective, within the warranty period as indicated above.

Any transportation cost is to be charged to the customer. Starday is not required to provide assistance as per this article to repair damages caused by an improper use of the goods or by their connection to ineligible machinery. Starday is not responsible for damages caused by unforeseen conditions or circumstances out of Starday's control.

12. Force majeure

Starday will not be responsible, except for serious negligence, for the non-performance of the contract and/or for any delay in complying with its duties under these General Conditions, and the Purchaser will not be entitled to require contract termination and/or refund for the damages, where this was caused by: (a) causes not reasonably imputable to Starday; (b) the need to comply with laws, regulation orders, acts or requests received from any government, civil or military authorities or related organizations; (c) actions or omissions from the customer's side and/or force majeure events, such as but not exclusively, fire, floods, bad weather, strikes, demonstrations, lock outs or similar, closure of factories, embargos, wars, riots, deficiencies in the transportation system, unavailability of workers or material from the usual sources or similar.

13. Confidentiality

Each party commits itself to not use, reveal, disclose and/or spread directly and/or indirectly to a third party, through a third person, agency or company, with any means or in any ways the objectively or subjectively confidential news and/or information, of which they have gained knowledge of on the occasion of and/or at the fulfillment of the existing or elapsed contract between the two parties themselves.

14. Information pursuant to Article 13 of Regulation (EU) 2016/679

In accordance with art. 13 of Regulation (EU) 2016/679, the Data will be processed by Starday S.r.l., within the limits established by current legislation, for the following purposes: a) to fulfill the obligations provided for by law, regulations and / or Community legislation; b) fulfill contractual obligations. The provision of data is always optional, but necessary to meet legal and contractual obligations; therefore, any refusal to provide the Data, in whole or in part, may give rise to the impossibility for Starday to execute the contract and / or to correctly perform all the obligations deriving from it, by law obligations included. For the aforementioned purposes, the Data may be processed by persons expressly authorized by Starday, who are bound by confidentiality or who have a legal duty of confidentiality.

The Data may be disclosed to third parties (such as, by way of example, banks, carrier, insurance companies), with registered offices in EU and not EU countries and / or in the European Economic Area, that need to access the Data in relation to the same purposes mentioned above. The transfer of data will always be carried out in ways that ensure adequate guarantees of protection and confidentiality. The Data will be kept for the time necessary to manage the business relationship, without prejudice to the further conservation required by applicable law, both in paper format and in electronic format.

The holder of the privacy seal and Data processing is Starday S.r.l., with registered office in Calderara di Reno (BO), via Serra n. 34, tax code 03439790373, VAT number 00621481209. It is always possible to contact the Starday Data Protection Manager ("DPO") by sending a written communication to Starday addresses, also by e-mail, to the attention of Data Protection Manager.

The Data subject has the right, exercisable at any time, to: - a) ask Starday for

access to his personal data and information relating thereto; the correction of inaccurate data or the integration of incomplete data; the deletion of personal data concerning him / her (upon the occurrence of one of the conditions indicated in Article 17, paragraph 1 of the GDPR and in compliance with the exceptions provided for in paragraph 3 of the same article); the limitation of the processing of personal data (on the use of one of the hypotheses indicated in Article 18, paragraph 1 of the GDPR); - b) oppose at any time the processing of personal data to the occurrence of particular situations that concern him; - c) to propose a complaint to the supervisory authority (in Italy: Data Protection Authority - www.garanteprivacy.it).

15. Nature and use of the products on sale

The products offered by Starday shall be used solely for the purposes indicated by their respective original suppliers. The customer shall stick to the specifications of the products given by the manufacturer or the supplier.

Starday's products are not designed to be used in machinery or systems to be surgically inserted in the human body to maintain or control people's lives, or in machinery or systems for nuclear use. Those products are subjected to third parties' rights, such as licences, copy rights and/or patents; the customer shall respect such rights.

The customer shall keep undamaged and protect Starday and the product's manufacturer, to the greater possible extent allowed by the law, from any responsibility, damage and/or charge due to the inobservance by the client of the rules presented in this article.

16. Products conformance and information

Starday supplies all customers with the information received by the manufacturers about the products; this information does not constitute an integral part of the product property. The evidence of the products conformity is, thus, referred to what is declared by the manufacturer. Starday does not supply any guarantee over the accuracy and completeness of the information about the products and does not guarantee that the information supplied to its clients is accurate, updated and complete. The same information is subject to any modification at any time and is not to be considered as a substitute of the official information issued by the original manufacturers.

Starday advises its customers to always verify every piece of information about the products before using them and to proceed accordingly. Every piece of information is subject to change without any notice.

Starday has no responsibilities over any damage that may occur to customers or third parties, on the basis and as a consequence of the information about the products.

17. Intellectual property

In the case of an order including software or any other intellectual property, this software or intellectual property is offered by Starday to its customers, subject to copyright and use license, following the conditions stipulated under the licensing agreements related to such software or intellectual properties.

The content of the above clause must not be interpreted as acknowledgment of any right or using license for any software or other intellectual property and/or as authorization to the use of these parts for a purpose not specifically allowed by this license agreement.

18. Jurisdiction and competent court

All relations between Starday and the customer are binding and to be interpreted only in compliance with Italian law, excluding the rules on conflicts of law.

The application of the convention on the international sale of goods is excluded. For any controversy related or connected to the present Terms and Conditions, the judicial authority of the Court of Bologna will have exclusive jurisdiction with expressed agreed exclusion of any other competing or alternative forum.

19. Changes

Any derogation and/or integration from these standard Terms and Conditions shall not be considered valid if not issued in writing and expressly approved by both parties. Any invalidity of one or more of these terms shall not impact on the validity of the same as a whole.

20. Communications

Any direct communication from one side or the other regarding these standard Terms and Conditions of Sale shall be sent in writing (by certified post or E-mail) to each parties' registered legal address.