

GENERAL TERMS AND CONDITIONS OF SALE

1) Scope of Application

1.1) These general terms and conditions of sale ("**General Terms**") shall apply to all sales of products ("**Products**") that DTS ILLUMINAZIONE SRL, with registered office in Misano Adriatico (RN) Via Fagnano Selve no. 12/14, Italy, VAT no. 02701930402 ("**DTS**"), will execute to any client ("**Client**").

1.2) In no case shall any general conditions of contract of the Client be binding on DTS, even if mentioned or included in orders or in any other documents transmitted by the Client to DTS. No conduct of DTS shall be interpreted or used in order to express tacit acceptance of DTS to the general conditions of contract of the Client.

1.3) No amendments to these General Terms shall be valid and effective unless agreed upon in writing by the parties.

2) Products – Sale Contract

2.1) Any information and data regarding the Products, even if included in the websites, brochures, catalogues, price lists or similar documents of DTS is approximate and, consequently, shall be binding on DTS only if and to the extent that they are expressly recalled in the "Sale Contract", as defined in paragraph 2.2 below.

2.2) Any sale contract ("**Sale Contract**") between DTS and the Client shall be entered into as follows:

- a) transmission of an offer by DTS and written acceptance, by the Client, of such offer; or
- b) transmission of an order by the Client and written acceptance, by DTS, of such order, by means of an order confirmation.

3) Packing – Delivery of the Products

3.1) The Products will be packaged and readied to ship in compliance with the standard protection methods generally adopted by DTS for the Products in question, in accordance with the agreed mode of transport.

3.2) DTS will deliver the Products in accordance with (i) the Incoterms® ICC rule and (ii) within the date or period which are provided for in the Sale Contract. Such delivery date or period shall always be considered neither of the essence nor peremptory. Except in case of wilful wrongdoing or gross negligence, DTS shall not reimburse possible damages, either direct or indirect, due to a delay in delivery should the delivery takes place within 30 (thirty) days following the delivery date agreed.

3.3) Upon receipt of the Products, the Client must report possible shortages, anomalies or damages to the packaging occurred during the transport, by notifying, in writing, details of such events on the transportation document, and must also:

- a) have such notification countersigned by the carrier; and
- b) immediately inform DTS thereof, in writing, and send DTS a copy of the countersigned document by and no later than 5 (five) days from the date of receipt of the Products.

Should this not be the case, DTS shall not be liable for possible losses, theft or damages occurred to the Products during the transport, even if transport risks were, in whole or in part, upon DTS.

4) Payment – Late Payment

4.1) The Client shall pay for the Products in accordance with the payments methods and terms provided for in the Sale Contract. Payments will be considered to have been made by the Client only when the relevant amount has been credited to the bank account of DTS.

4.2) If the Client is delinquent in its payment obligation, DTS may, upon written notice addressed to the Client:

- a. withhold current and future deliveries until all unpaid amounts are duly settled; and/or
- b. if delinquent amounts remain unpaid 15 (fifteen) days after such written notice, then DTS may also, at its option, cumulatively and in addition to any other right or remedy available at law or pursuant to these General Terms, request accelerated payment of any and all remaining payments, even if payment by instalment or deferred payment has been agreed upon.

5) Retention of Title

5.1) DTS will maintain exclusive ownership over the Products sold according to the Sale Contract until their price has been entirely paid by Client. Therefore, until the Products have been entirely paid for, the Client:

- a. must identify the Products - through the application of plates or labels - as goods which are the exclusive property of DTS;
- b. must keep the Products in perfect conditions;

c. must not sell, deliver to third parties, or use as collateral, the Products.

6) Warranty

6.1) DTS warrants to the Client that the Products will conform to the Sale Contract and will be free from manufacturing defects. The warranty does not cover:

- a. any use of the Products which is different from standard use or in abnormal conditions and/or use of the Products or parts of the same not meeting DTS specifications;
- b. failure to follow instructions supplied with the Product;
- c. defects and malfunctioning resulting from incorrect use and/or incorrect installation or removal of the Products;
- d. failure of the Client to carry out periodic Product maintenance, such as cleaning of user-cleanable projector filters;
- e. unauthorized Product modification or modification made by unauthorized service personnel and Products from which the serial number has been removed or altered;
- f. causes external to the Product, such as electric power disruption, fluctuations or blackout;
- g. accident, misuse, neglect, fire, flood and water (IP20 - 55 - 65 rated units), or other acts of nature;
- h. normal wear and tear;
- i. any damage, dents or scratches occurred during the shipment;
- j. lamps which are covered by the lamp manufacturer’s warranty;
- k. Products returned to DTS without the original packaging and/or without a copy of the relevant proof of purchase;
- l. any other cause which is not related to a manufacturing defect.

6.2) The warranty period depends on the single part of the Products and namely:

<p>i) 3 (three) years from the date of the sale invoice of the Products.</p>	<ul style="list-style-type: none"> • Electronic boards • General mechanical parts • Stepper motors / DC motors • Electric cables including the ones under constant rotation between Base-Arm and Arm-Head of the unit • LED panels on all DTS units
<p>ii) 2 (two) years from the date of the sale invoice of the Products.</p>	<ul style="list-style-type: none"> • CMY filters, Focus and Zoom lenses (not guaranteed against breakage due to transportation or scratches on coating); • Reflector (not guaranteed against breakage due to transportation); • Plastic covers and handles (not guaranteed against breakage due to transportation or scratches);

6.3) Without prejudice to what provided in paragraph 3.3 above, the Client shall notify in writing DTS of non-conformities or defects of the Products, by email, within and no later than the following terms; failing to do so will result in the lapse of the warranty and the unenforceability of the warranty rights:

- a. differences in type or quantity with respect to type or quantity agreed as well as other non-conformities or defects: 7 (seven) days from the delivery of the Products at the premises of the Client;

b. hidden non-conformities or defects: 7 (seven) days from the discovery of the same and, for avoidance of doubt, within the warranty period above.

6.4) DTS shall have the right to examine or to have examined the Products which the Client claims to be non-conforming or defective. For this purpose, upon request of DTS, the Client shall return the Products in question to DTS at Client's expense and risks.

In case the Products are ascertained by DTS or by its appointees as actually non-conforming or defective, DTS, at its own option, will either repair or replace, at no cost to the Client, the Products or part thereof which are defective or non-conforming.

The shipping costs of the Products or the Products' parts that have been repaired or replaced shall be borne by the Client.

DTS shall become owner of the Products or the Products' parts that have been replaced.

6.5) The rights and the remedies described in paragraph 6.4 above are the sole warranty rights and remedies granted to the Client in case the Products supplied are ascertained as non-conforming or defective. To the fullest extent permitted by law, any other liability of DTS, whether contractual or non-contractual, which may in any way arise from or in relation to the supply of non-conforming or defective Products - including, but not limited to, reimbursement for direct, indirect, consequential damages or for loss of profits - is expressly excluded.

The warranty set forth in this article 6 is in substitution for, and excludes, any other warranty, either express or implied, set forth by the law or otherwise.

7) Intellectual Property Rights of DTS

7.1) The Client accepts and agrees that no clause within these General Terms may be interpreted as granting to Client any rights of ownership or of use of the trademarks, names, and any other distinctive signs of the Products.

7.2) In no case the Client shall use or register any patents, copyrights, drawings and other intellectual property rights and know-how, in respect to, or on the basis of, discoveries, inventions, technical information, procedures, manufacturing processes and/or software of DTS ("**IP and Know-How**") or possible trademarks, trade names or distinctive signs which are similar to, or which can be mistaken for, those of DTS.

7.3) Moreover, the Client shall not use the company name, the trademarks and any other graphic, textual, photographic and video signs as well as any other alphanumeric word referred or referable to DTS or to the Products, irrespective of the language in which they are express, for the purpose of registering domain names or in connection with any activity on social networks and social media of any kind, such as, by way of example only, Facebook, Twitter, Google+, Instagram, LinkedIn, Weibo, VK, Youtube and the like.

7.4) DTS is and shall remain the sole and exclusive owner of all the trademarks, trade names and distinctive signs of the Products manufactured by the same as well as of the IP and Know-How of DTS.

8) Force Majeure

8.1) DTS shall not be liable or responsible for failure or delay in performing or fulfilling any obligations undertaken in reference to the supply of Products when such failure or delay is due to the occurrence of an event of force majeure such as wars, epidemic, pandemic, fires, earthquakes, floods, tsunamis, strikes, labor or employment difficulties, breakdown and disservice of Internet, restriction on the use of power, suspension or difficulties in the transports, breakdown of the plants, acts of public authorities or any other event or cause whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against and which cannot be overcome by DTS with reasonable diligence.

8.2) In such event, the time for the execution of the supply shall be extended for the period of continuance of such force majeure event. It is understood that, should such event prevent the execution of the supply for more than 3 (three) months, the Client shall have the right to terminate the Sale Contract, by giving written notice to DTS by registered letter with return receipt or courier, and DTS shall not incur any responsibility or liability whatsoever.

9) Applicable Law – Dispute Resolution

9.1) These General Terms and all the Sale Contracts that the parties will execute on the basis of the same shall be governed by the Italian laws and by the United Nations Convention on Contracts for the International Sale of Goods - Vienna Convention of 1980.

9.2) Any dispute arising out of or in connection with any Sale Contract shall be settled in accordance with the following provisions:

- a. In case the Client has its registered office within the European Union, in Switzerland, in Norway or in Iceland, any dispute between the parties shall be subjected to the jurisdiction of the Italian courts and shall be exclusively referred for its resolution to the court of Rimini (Italy).



- b. In any other case, any dispute between the parties shall be exclusively referred to and finally resolved by arbitration, by a sole arbitrator, in accordance with the Rules of Procedure of the Arbitration Chamber “Leone Levi” of the Chamber of Commerce of Ancona. The seat of arbitration shall be, and the award shall be delivered in, Ancona (Italy). The language to be used in the arbitral proceedings shall be English.
- Irrespective of the above, DTS reserves itself the unconditional right to initiate legal proceedings under the jurisdiction of the Client, before the competent court.

10) Privacy Policy

By entering into the Sale Contract, the Client declares to have read and accepted the privacy policy reported on the institutional site of DTS (www.dts-lighting.it).