

The following conditions govern the commercial relationship between the company LINEAR srl and the Buyer (called also Purchaser or Customer). Confirming a bid and / or placing an order, the Customer accepts that these general conditions will be applied to the contract. Only Italian law is applicable.

1. PRICES:

All prices are in EURO €. Freight, postage are excluded. Prices are based on net cash transactions and do not include taxes, duties, fees, bank charges, inspections or other special or service charges, all of which are borne by the Purchaser. Bank charges are always to be taken over by the Customer.

The prices are Ex-Works Chiari (EXW), if no trade term is specifically agreed.

Unless otherwise stated in an Order Form, prices quoted for the product and/or software only, not including any services (or any expenses associated with installation and start-up costs), will remain valid for thirty (30) days from quotation date. Errors or omissions in price are subject to correction.

2. DELIVERY:

Delivery periods are not binding unless LINEAR srl has expressly given a confirmation in writing.

The delivery time is counted from confirmation as working days, indicative and not exhaustive, and the prologue is adequately due to events not attributable to Linear srl, including late delivery by supplier.

The delivery term indicated is intended the day that the goods leaving the stock. In any case, the delay of delivery can not motivate the Buyer to the request for direct or indirect damages or cancellation of the order.

Shipment will be effected only after receiving the payment.

3. DISPATCH & PACKING:

Any agreed trade terms shall be construed in accordance with the INCOTERMS in force at the formation of the contract.

When the product is handed to the courier or directly by the customer at LINEAR srl storage title, risk of loss and insurance responsibilities will pass to Buyer.

In case of carriage paid, dispatch is made within LINEAR srl discretion and without any guarantee of the cheapest way of dispatch. Insurance is obliged and affected at Buyer expense.

The goods travel at the risk of the customer, who will be required to check the condition of the goods upon arrival and perform any action to the carrier, solely responsible for the transport.

All consignments including possible returns are at the Buyer risk and expenses.

If the goods are returned or stored at the courier warehouse the Customer will be liable for any expenses.

The packages are listed at cost. In case of special requests by the purchaser, LINEAR srl may request an additional cost.

4. PAYMENT:

Payment must be made in accordance with the agreed terms. Terms of payment are 50% down payment with order, balance due when goods is ready for shipment, unless otherwise stated in an Order Form. Invoices will be issued as provided by law. Payment shall not be deemed to have been effected before LINEAR srl account has been fully and irrevocably credit without any loss.

On the amounts unpaid by the agreed deadline, will be applied, without the need of formal notice, the commercial interests on late payments in accordance with D. Decree no. 231/2002.

Delays or lack of payment, even partial, confer to LINEAR srl the right to suspend or cancel orders.

The goods remain the property of LINEAR srl until receipt of full payment.

5. CANCELLATION / CHANGES:

If Buyer cancels or changes an order in whole or in part, Buyer agrees to pay for all services including a cancellation fee as determined by LINEAR srl. LINEAR SRL reserves the right to cancel an accepted order in whole or in part if Customer's financial condition does not allow customer to honor the commercial terms agreed.

Any variation of the order must be subject to prior written agreement by LINEAR srl, which reserve the right to increase the price of the product accordingly. LINEAR srl reserves the right to modify the product specifications in order to improve performance and reliability. Relevant device code number could remain the same.

6. INSPECTION:

LINEAR srl will inspect products prior to shipment in accordance with its normal practices. LINEAR srl reserves the right to charge for other inspections or tests requested by Purchaser.

7. SOFTWARE:

Buyer agrees that the software is hereby licensed (not sold) and its rights remain property of the manufacturers or rights holders. It is strictly prohibited to sell, sublicense, pledge or otherwise dispose, the rights of the software. No change, modification, defacement, alteration, reverse engineering, disassembly, decompilation or reproduction of such software or disclosure of programming content to other parties is allowed without the express written consent of LINEAR srl.

The Purchaser agrees not to remove or alter the rights notices contained on the media program and user manual, not to make any changes to the products and make them only legitimate uses and / or permitted.

The Customer also agrees with due diligence to maintain the strict application of all products to the manufacturer, in particular, the Buyer will not forge information technology products, or allow or encourage in any way their counterfeiting.

8. LICENSES AND PERMITS:

All permits necessary in importation, installation, and / or operation of equipment are under the sole responsibility of Purchaser.

9. WARRANTY:

LINEAR srl guarantees the quality and serviceability of manufactured goods, or which bear its trademark and/or identification label.

The Buyer shall examine the goods without any delay and immediately notify to LINEAR srl in written form of any defect. Claims of defect must be asserted within one week after receipt of goods. In case of defective goods, LINEAR srl at first, by its choice, performs warranty by repair at its plant in Chiari (BS), or replacement .

Every equipment are guaranteed for 12 months since the date indicated on the freight bill. Supplied semiconductors are excluded by this warranty.

All repairs, upgrade and/or replacements shall be carried out at LINEAR srl plant in Chiari (BS) or at the authorized aftersales service centers at the following conditions:

- transport, packing and freight costs are always at Buyer's charge. The product shall be returned carriage free, duly packed. The product is carried at Customer's risk;
- the warranty does not apply to products which have been disassembled, repaired or tampered by notauthorized personnel, or when the serial number has been forged or removed;

No compensation or indemnity is acknowledged for damage or injury caused to people or property resulting from negligence, product use or misuse.

LINEAR srl can not be held responsible in any way for any loss and direct or indirect damage: caused to the connected equipment, resulting from failure to deliver the product, the correspondence of the product specification as advertised in the catalog or malfunction of the goods. In any case, the amount of damage of any kind, can not exceed the value of the goods. No compensation will be as well acknowledged for damage caused to the Buyer due to stop or slow production.

The repair under warranty is carried out free of charge at LINEAR srl laboratory in Chiari (BS). The warranty always excludes other possible expenses as shipment charges, possible wood/cartoon box for packing and services associated with the installation and start-up costs.

All services covered by the warranty will be suspended automatically, and without prior warning, should the Customer fail to pay for all or part of the goods.

10. RETURN CONDITION FOR ALL LINEAR SRL DEVICES (UNDER WARRANTY OR OTHERWISE):

The Buyer must provide a reason for returning the goods, in writing, filling the RMA request form, indicating the device serial number and/or purchasing invoice. No return will be accepted unless previously authorized in writing by the LINEAR srl through an RMA number. The RMA number must be mentioned and clearly displayed to any correspondence, shipping document and outside the container/box.

Transport, packing and freight costs are always at Buyer's charge. The product shall be returned to LINEAR SRL or to the authorized after-sales service centre, carriage free, duly packed.

The equipment must be returned intact and not tampered with and under conditions of adequate packaging.

The goods travel at risk and danger of the Customer.

The RMA does not mean that the reparation is under warranty.

11. PRIVACY:

Pursuant to and for the purposes of Article 13 D. Decree No 30 June 2003 196 - code regarding personal data protection - LINEAR srl informs that any personal customer data is captured, collected and processed with the aid of electronic means, solely for purposes directly and indirectly related to supply or to make contact enforcing the obligations under the law. The holder of the treatment is LINEAR srl.

Customers can assert their rights according to art. 7 of Legislative Decree no. 30 June 2003 196.

12. JURISDICTION:

For any dispute arising between the parties, has exclusive jurisdiction the court of Brescia.

In case of any dispute the Italian version of this General Terms Conditions will prevail over the English version.

