

Terms for Hardware

Vintia Terms for Hardware

1. SUBJECT MATTER

1.1. These Category Terms for Hardware (“**Hardware Terms**”) supplement the General Terms & Conditions for Sale (“**GTC**”), as updated from time to time, entered into between Vintia and the Customer, in relation to the specific sale conditions for Hardware.

2. DELIVERY

2.1. The Hardware shall be delivered to the Customer in accordance with the Incoterm FCA in the facilities of Vintia or in the facilities of Vintia’s suppliers, as specified in the Order Confirmation. The risk of loss and damage of the Hardware shall be transferred to the Customer at the time of the delivery of the Hardware pursuant to FCA Incoterm rules.

2.2. In case the Customer requests to Vintia to arrange the shipment of the Hardware, the shipping costs will be additionally charged, after acceptance of the relevant quote by the Customer.

2.3. If the dispatch or the delivery of the Hardware is delayed for reasons within the Customer’s control, or if the Customer has failed for other reasons to accept delivery, the risk of loss shall pass to the Customer on the date initially scheduled for delivery. Furthermore, if the Customer fails to receive the Hardware on the date agreed, it shall be responsible towards Vintia for any damage and loss caused by Vintia as a consequence of such failure.

3. RETENTION OF TITLE

3.1 Vintia reserves the ownership of the delivered Hardware until the Customer has fully paid all invoices, including interests.

3.2 The Customer bears a duty of care with regard to the Hardware subject to the retention of title and must store them in perfect condition at a suitable and well-maintained location in accordance with the highest standards and safety conditions prevailing in the sector. The Customer shall notify any third party wishing to seize the delivered Hardware or put them up for enforced sale to the existence of the retention of title as soon as possible and at the latest at the time of their attachment for sale by court order. The Customer will immediately inform Vintia of any intention of a third party to seize the Hardware.

4. PRICE ADJUSTMENT

4.1 If the Customer requests Vintia to postpone the delivery of the Hardware for more than 3 months after the originally agreed delivery date, Vintia shall be entitled to adjust the agreed purchase prices in line with its standard pricing policy.

5. DISCLAIMER FOR DATA CARRIERS

5.1 The Customer assumes full responsibility for selecting and ordering from Vintia the type of data carriers it deems appropriate, taking into account the technology requirements and level of security that the Customer deems appropriate based on its intended business case and circumstances.

5.2 Any misuse of the data carriers by the Customer or the end-user of the carriers, including but not limited to fraud, is at

Customer's own risk and responsibility and will not trigger any liability from Vintia.

6. ACCEPTANCE AND WARRANTY

6.1 The Customer must immediately check the delivered Hardware upon delivery for any deviations from the Agreement. Any complaints must be submitted to Vintia in writing within five (5) working days after the delivery date. After the expiration of the aforementioned period, the Hardware is considered to be irrevocably and unconditionally accepted by the Customer. The submission of a complaint does not suspend the customer's payment obligation with respect to the disputed goods.

6.2 As Customer's sole remedy, Vintia shall guarantee that for a period of twelve (12) months from the delivery date, unless otherwise agreed in writing, that the Hardware is free of any Defect. The term Defect shall mean the non-conformity of the Hardware with its specifications and characteristics.

6.3 During the warranty period, Vintia undertakes, in the terms set forth in this clause, upon written request of the Customer, to replace or repair at its own costs, the Hardware or of any of its parts or components, which are confirmed by Vintia to have a Defect and to be subject to this warranty. Customer will not receive a temporary product.

6.4 Any warranty granted does not cover defects that arise due to or in connection with:

- i. any defect or malfunction of the Hardware caused by the Purchaser or by any third person;
- ii. incorrect or careless use of the Purchaser or of any third person;
- iii. the Hardware is used for applications other than those for which it is intended;
- iv. with the storage, handling, transportation after the delivery of the Hardware pursuant to FCA Incoterm;
- v. poor maintenance, or due to wrongful installation of the Hardware, when installation or maintenance is not done by Vintia or its authorized partners; and,
- vi. use of spare parts or materials which have not been expressly approved by Vintia or when the elements or components of the Hardware have suffered any type of manipulation or reparation by persons not expressly authorized in writing to do so by Vintia.

6.5 The granted warranty is a carry-in warranty for peripherals (e.g., touchscreen, receipt printer, etc.) and an on-site warranty for fixed installed Hardware (e.g. turnstiles, kiosks, etc.), subject to any conditions imposed by the manufacturer.

6.6 In the event of a defect on Hardware subject to carry-in warranty, the Hardware must be sent to the address instructed by Vintia at the Customer's expense. Without prior written permission, Vintia is not obliged to accept return shipments in the Customer's warranty period due to defects. Receipt of return shipments does not imply any acknowledgement by Vintia of the ground stated by the Customer for the return shipment in the warranty period due to defects.

6.7 For Hardware subject to on-site warranty, Vintia may charge the fees for the on-site intervention in case the issue is confirmed not to be related to the allegedly defective Hardware.

6.8 After the warranty period, Vintia can no longer be held liable for hidden defects.

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