

1. BINDING TERMS AND CONDITIONS OF SALE

1.1. The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by SECO srl ("SECO") to SECO's customers ("Customers").

1.2. SECO srl is a company organized and existing under the law of Italy having its registered office to 91 Calamandrei 52100 Arezzo, Italy VAT IT 00325250512.

2. ELECTRONIC CATALOGUE

2.1. The products offered by SECO for the online sale are displayed on the Electronic Catalogue.

2.2. All technical information is described on the website.

2.3. The images contained in the data sheets and in the Electronic Catalogue may not appropriately show the characteristics of the products but differ in terms of accessories, components, colors, sizes and whatever, even if this will not affect the main technical features of the product.

2.4. Information about the possibility of purchasing the product and about its use is included in the Electronic Catalogue.

2.5 The information available on the Web Site and/or transmitted via e-mail is provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Changes may be periodically made to the SECO and these changes will be incorporated in new editions of SECO. Best may make improvements and/or changes in the products and/or services described in the SECO at any time without notice.

3. ACCEPTANCE AND CANCELLATION OF ORDERS

3.1. All orders are subject to acceptance in writing by SECO.

3.2. Any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by SECO may be cancelled by Customer upon written consent of SECO provided such order is not for "Pre-sells products". "Pre-sells products" are non-cancellable and non-refundable.

3.3. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which SECO may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by SECO, and shall be paid by Customer to SECO.

3.4. Customer requests to reschedule are subject to acceptance by SECO in its sole discretion.

3.5. Orders may not be canceled or rescheduled after the order has been submitted by SECO to the shipment carrier.

3.6. SECO reserves the right to allocate sales and limit quantities of selected Products among its customers in its sole discretion. Product specifications and availability are subject to change without prior notice.

4. RETURNS

- 4.1.** Customer must notify SECO within 1 year from date of shipment of any defective product. (See SECO'S LIMITED WARRANTY for further information.).
- 4.2.** Returns for not run are normally accepted when completed within 8 days of the ship date. If SECO agrees to accept a return, return freight charges must be paid by customer.
- 4.3.** SECO will not accept COD shipments.
- 4.5.** Some products may require return directly to the manufacturer
- 4.4.** Contact SECO for a Return Materials Authorization Number and addressing instructions prior to returning product (See www.udoo.org).
- 4.5.** The return should be in the original packaging (manufacturer or SECO), in unused condition (except defective). ESD sensitive products should not be opened except under controlled conditions.

5. PRICES

- 5.1.** Orders are billed at the prices in effect at the time of shipment. Prices will be as specified by SECO and will be applicable for the period specified in SECO's quote. If no period is specified, quoted prices will be applicable for thirty (30) days.
- 5.2.** The catalogue reflects the latest pricing information available at the time of printing.
- 5.3** Prices shown in the catalog are subject to change without notice.
- 5.4** Prices are subject to increase in the event of an increase in SECO's costs or other circumstances beyond SECO's reasonable control.
- 5.5** Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees.

6. PURCHASE

6.1. Terms of payment

- 6.1.1 All payments must be made in the currency billed on the original invoice.
- 6.1.2 The Customer is informed during the transaction of all the expenses he/she shall pay for, which are related to:
- VAT (if applicable),
 - freight charges.
- 6.1.3 The control, quantification and payment of the following shall be borne by the Customer:
- any custom charges,
 - any other taxes, duties and charges required by the countries involved in this transaction.

6.2 Freight charges

6.2.1 Transport services shall be performed by the Carrier made available by SECO and, intended as free carrier shall be borne by the Customer, so the freight charges will be added to the final price of the product. This amount will be made known during the transaction.

6.2.2 Costs vary according to the country chosen for delivery, the quantity and weight of the products ordered.

6.2.3 Custom charges, if applicable, shall be borne by the Customer.

6.2.4 SECO reserves the right to modify the shipping charges during the validity period of the catalogue.

6.3 Order

6.3.1 To buy the products included in the Electronic Catalogue, customers need to mark the quantity that they want to purchase and follow the instructions on the website.

6.3.2 The products cannot be delivered in a country different from the billing address declared by the Customer.

6.3.3 Only after the Customer has confirmed the purchase and after he/she has accepted the Terms and Conditions of Sale, the computer system will send to the Customer's email address information about the order.

6.3.4 Upon shipping of the goods, SECO will send a further notice by email to the address provided by the Customer, as a shipment confirmation.

6.4 Payment

6.4.1 The payment of the goods by the Customer shall be carried out by PayPal or by credit card using virtual modalities of payment by PayPal or similar services.

6.4.2 By selecting the chosen service, the Customer will be redirected to websites made available from the different gateways, where he/she will have the chance to make secure purchases.

6.4.3 Under no circumstances the information/data provided by the Customer to the gateway on the secure website for payment services will be visible to SECO.

6.4.4 The Customer may verify on the SECO website the payment service/s that can be used for the online purchase.

6.5 Delivery

6.5.1 SECO shall deal with the delivery of the ordered goods to the address provided by the Customer, after having verified that he/she has made the payment. Delivery periods are not binding since they are beyond the direct control of SECO.

6.5.2 The goods will be approximately delivered from the shipment confirmation within 15 working days.

6.5.3 The set out delivery periods cannot be deemed to be binding and SECO shall be not liable for any delay or failure to deliver the goods by the Carrier.

6.5.4 The delivery date coincides with the first attempt to deliver the goods to the address, even in case of refusal or absence of the recipient.

6.5.5 In case the goods in stock stored by the carrier are not collected due to failure of delivery for absence or refusal of the recipient, the order will be cancelled and SECO will be entitled to a compensation for damages.

6.5.6 Upon delivery of goods by the carrier, the Customer must check that the number of parcels corresponds to the one set out in the document shown by the carrier to be signed and that the package does not appear damaged, wet or altered, and that the seal is not broken.

6.5.7 In case such defects would occur, any claim shall be immediately made to the carrier and communicated to SECO within 8 days from delivery.

6.5.8 Once the delivery document of the carrier has been signed, the Customer cannot contest the external appearance of the parcel that has been delivered.

6.6 Availability

6.7.1 The quantity demanded by the Customer can be not immediately available since this depends on variables not attributable to SECO. So, if SECO is not able to respect the delivery dates and the quantities demanded by the Customer, such information will be immediately made known during the transaction.

6.7.2 However, due to circumstances beyond its control, SECO reserves the possibility to modify the delivery times, the quantities set out in the order and the ordered products and replace these with equivalent or better products. In this case SECO will inform by email the Customer

6.7.3 In any case SECO shall not be liable for failure of delivery, late or partial delivery of the ordered products.

6.7 Notices

6.7.1 All emails mentioned above will be sent to the email address provided by the Customer upon order placement.

6.7.2 The Customer commits himself/herself to verify that the data provided are correct.

6.7.3 Any change of the data provided by the Customer shall be communicated by email to SECO, which will proceed with their modification.

6.7.4 SECO will not be held liable for the correctness of the data provided by the Customer and for failure of communication/shipment/delivery of the Product due to reasons related to the inaccuracy and/or missing updating of the data provided by the Customer, who is the only one to be directly held liable for the information provided.

7.VALIDITY OF CONTRACT

7.1. The contract of sale shall be deemed to be concluded by rights when the email with the shipment confirmation is sent to the address provided by the Customer. All legal obligations of fulfilment of contract for both parties will start from the shipment confirmation.

7.2. Any responsibility of SECO for direct or indirect damages caused by failure of acceptance, even partial, of an order or for an incomplete dispatch is excluded.

8. SECO'S LIMITED WARRANTY

- 8.1.** SECO agrees a limited warranty for his product of 1 (one) year from the date of sales date.
- 8.2.** SECO agrees to transfer to Customer whatever transferable warranties SECO receives from the manufacturer of Products sold to Customer.
- 8.3.** SECO makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, SECO MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT.
- 8.4.** SECO's liability arising out of any sale of products to Customer is expressly limited to either (1) Repair and/or replacement of such Products, at SECO's election, with such remedies exclusive and in lieu of all others or (2) At the SECO discretion, refund of the purchase price paid by Customer for such Products (without interest).
- 8.5.** Customer must notify SECO within 1 (one) year from date of shipment of any defective product. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory.
- 8.6.** Implied warranties of fitness for a particular purpose and merchantability are specifically excluded and shall not apply.
- 8.7.** Customer's obligations and SECO's remedies with respect to defective or nonconforming products, are solely and exclusively as stated herein. Furthermore, no warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident, modification, or has been soldered or altered in any way including improper use, installation and testing.

9. LIMITATION OF LIABILITIES

- 9.1.** IN NO EVENT SHALL SECO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installation or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses.
- 9.2.** Customer's recovery from SECO for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise.
- 9.3.** CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SECO HARMLESS FROM ANY CLAIMS BROUGHT BY ANY PARTY REGARDING PRODUCTS SUPPLIED BY SECO AND INCORPORATED INTO THE CUSTOMER'S PRODUCT.

10. PRODUCT SAFETY NOTICE AND RESTRICTIONS

- 10.1.** Products sold by SECO are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such Products could result in personal injury, loss of life or catastrophic property damage.
- 10.2.** This includes, but is not limited to, Class III medical devices as defined by the US Food and Drug Administration (FDA) and Federal Aviation Administration (FAA) or other airworthiness applications.
- 10.3.** If Customer uses or sells the Products for use in any such applications: (1) Customer acknowledges that such use or sale is at Customer's sole risk; (2) Customer agrees that SECO and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD SECO AND THE MANUFACTURER OF THE

PRODUCTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH SUCH USE OR SALE.

11. STATEMENTS AND ADVICE

11.1. If statements or advice, technical or otherwise, are offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge. SECO shall have no responsibility or liability for the content or use of such statements or advice.

11.2. SECO Technical support is provided by informal communications and, therefore, extremely limited in scope which prevents us from the direct participation in the design of any customer products. We do not conduct product suitability studies or engineering reviews of products that we sell, nor for the final product that a Customer produces.

12. FORCE MAJEURE

12.1. SECO will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war.

12.2. SECO's time for delivery or performance will be extended by the period of such delay or SECO may, at its option, cancel any order or remaining part thereof, without liability by giving notice to Customer.

13. PRIVACY

13.1 Customer declares to know and accept SECO's Privacy Policy set out in Privacy_English document, accepts it fully and authorizes the processing of his personal data.

14. GENERAL

14.1. The Terms and Conditions may not be modified or cancelled without SECO's written agreement.

14.2. Accordingly, goods furnished and services rendered by SECO are sold only on the terms and conditions stated herein.

14.3. The sale of Products hereunder will be governed by the Terms and Conditions, notwithstanding contrary or additional terms and conditions in any order purchase order, planning schedule, acknowledgment, confirmation or any other form or document issued by either party affecting the purchase and/or sale of Products.

14.4. Notwithstanding any terms and conditions on Customer's order, the information and conditions on the Credit Application are controlling over Customer and SECO.

14.5. Any conflicting statements or terms listed on the Customer purchase orders, invoices, confirmations or other Customer generated documents ("Customer Documents"), whether heretofore or hereafter submitted, are negated by submission of the Credit Application and the issuance of credit by SECO, and all different or additional terms and conditions contained in any Customer Documents are hereby objected to by SECO.

14.6. SECO's performance of any contract is expressly made conditional on Customer's agreement to SECO's Terms and Conditions of Sale, unless otherwise specifically agreed upon in writing by SECO.

14.7. In the absence of such agreement, commencement of performance and/or delivery shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance by Customer of any goods or services shall be deemed acceptance by Customer of the terms and conditions stated herein.

14.8. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of SECO.

14.9. The obligations, rights, terms and conditions hereof will be binding on the parties hereto and their respective successors and assigns.

14.10. The waiver or breach of any term, condition or covenant hereof, or default under any provision hereof, will not be deemed to constitute a waiver of any other term, condition, or covenant contained herein, or of any subsequent breach or default of any kind or nature.

14.11. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction, or affecting the validity or enforceability of such provision in any other jurisdiction.

14.12. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of Massachusetts and the applicable laws of the United States.

14.13. Any dispute arising out of or relating to the formation, validity, interpretation, performance, amendments and termination of this Agreement, and any other obligation related thereto, shall solely and exclusively be settled by an arbitration. In particular, the arbitration to be conducted by one arbitrator in accordance with the Rules of Conciliation and Arbitration of the Chamber of Commerce of Arezzo (Italy). If the Parties are unable to agree on a single arbitrator, then such binding arbitration shall be conducted before a panel of three (3) arbitrators that shall be comprised of one (1) arbitrator designated by the Supplier, one (1) arbitrator designated by the Purchaser and a third arbitrator designated by the two (2) arbitrators selected by the Parties. The language to be used in the arbitral proceeding shall be Italian. The arbitration proceedings shall take place in Arezzo, and the arbitrator(s) shall apply the Massachusetts law to all issues in dispute. The findings of the arbitrator(s) shall be final and binding on the Parties. Judgment may be entered in any court of appropriate jurisdiction or application may be made to that Court for a judicial acceptance of the award and an order of enforcement, as the Party seeking to enforce that award may elect. In the event of any breach by one Party of any of the provisions of this Agreement, which would cause immediate and irreparable injury to the other Party, the non-breaching Party shall be entitled to seek injunctive relief and any or all other remedies applicable at law in any Court of applicable jurisdiction.