**Terms And Conditions of Quotation And Sale**

These are Terms and Conditions of Quotation and Sale of all products and services supplied by RedShift sol (name as “Company”). Except as otherwise expressly agreed upon in writing between a duly authorized officer of the Company and the Customer, these Terms and Conditions will apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

**1 – Definitions.**

**a. Quotation:** the quotation, offers and/or estimate submitted by the Company to the Customer for the provision of products and/or services provided by the Company.

**b. Additional Activities:** any activity carried out by the Company during or afterwards the execution of the Contract, in addition to the activities explicitly agreed and approved in the Order Confirmation.

**c. Customer:** the counterpart to whom the Quotation is sent, and/or the Contract is signed with the Company.

**d. Company:** RedShift.

**e. Contract:** any agreement that is stipulated in relation to the provision of products and/or services provided by the Company to the Customer, any modification or integration to it, and all legal acts or other acts in preparation and necessary to the execution of such Contract. Generally, the Contract is actualized by sending an official Order or the quotation signed by the Customer to the Company.

**f. Results:** the outcome of the engagement by the Company.

**2 – General Conditions & Applications.**

**a. All Quotations and Contracts** placed with the Company are subject to these Terms and Conditions. The Company may at any time vary or alter these Terms and Conditions. A copy of the current Terms and Conditions are located on the website: www.redshift.it/eng/terms-conditions-sales

**b. Modifications,** additions and/or extensions of these Terms and Conditions, and/or provisions that vary from these Terms and Conditions will be binding on the Company only if agreed between the parties explicitly and in writing.

**c. The applicability of general or specific terms and conditions** and provisions of Customer is expressly rejected by the Company, unless otherwise prior written agreement.

**d. The Customer to whom these Terms and Conditions apply** shall accept these terms for all subsequent Offers as of now presented by the Company, all Contracts that will be concluded and for all other subsequent legal relationship between the Company and the Customer.

**e. If, as a result of any judicial decisions**, any provision of these Terms and Conditions should be deemed not applicable or in violation of the public order or the law, the only invalid provision will not be considered in force, all other aspects will remain in effect. The provisions which will be deemed to be more in keeping with the will of the parties will replace any other invalid provision.

The Company is authorized to modify these Terms and Conditions, these changes will take into effect from the moment they are communicated by the Company with this present document attached to any new Offer or via website to this page: www.redshift.it/eng/terms-conditions-sales

f. If a customer cancels or alters any order or parts for special products, standards products or services after 3 (three) days from the Order Confirmation sent by RedShift, the Company reserves the right to charge to the Customer costs of the special products and materials already acquired for the order, together with costs of the labor and tooling expended to the date of such cancellation or alteration.

**3 – Quotations, Orders and Contracts.**

**a.** Unless otherwise agreed and indicated under the term “Validity” of the document forwarded by the Company, Quotations validity period is identified on December 31st of the reference calendar year of the Quotation date. If the Quotation is drawn up and sent from the month of October, the validity will be different. Please, refer always to the validity written in the Quotation.

**b.** Contract is stipulated when the Company receives written confirmation from the Customer of the issued Quotation (e.g., Purchase Order from the Customer), unless the Company shall not revoke its offer within 2 (two) working days of receipt of such confirmation. In case of different assignment methods of the Order, the Contract is stipulated when the written acceptance of the Order (e.g., Order Confirmation) is sent to the Customer by the Company.

**c.** The Company may reserve the right to revoke the Quotation and the Order

received from the Customer if the submitted document differs from the Offer presented and/or the product/service requested does not correspond to what was discussed between parties.

**d.** The Company may in its absolute discretion refuse to accept an Order whether received from an existing Customer or a new Customer. The Company will not be liable for any damages, loss or compensation arising from its decision to refuse, to accept or to cancel an Order after it has been received by the Company.

**e**. The Company is not required to provide the Customer for any reason or justification to refuse or cancel the Order pursuant to paragraph d. above.

**f.** Acceptance of Order is subject to Company Administrative Department approval which will control the fulfilment of the Customer.

**g.** If any materials specified within the Quotation become unavailable prior to delivery or installation, the Company in its absolute discretion may substitute a reasonable alternative if it meets the relevant standard.

**h.** All images, drawings, measurements and weights calculations, statements regarding capabilities, results and/or performance expectations provided by the Company are not binding and they are intended as a general representation of the services.

**i.** If the Customer makes available to the Company, at his request, documents, data, drawings and similar useful for the drafting of an offer, the Company will assume its correctness and it will formulate a Quotation accordingly. Please refer to clause 14 of this document for Confidential terms.

**4 – Quality and Description.**

**a.** Products shall conform as to quantity and description as stated in the Quotation and in the Order and shall be sound materials and workmanship. If samples or patterns are provided, or specification are given by either part, products shall be equal to the sample patterns or specification. If a standard of performance is specified, products shall be capable of such performance. If the purpose for which the goods are required is indicated in the Quotation either expressly or by implication, then products shall be fit for that purpose.

**b.** Use or destination of goods that are not specifically written in the Quotation and/or in the User Manual are defined as improper and not treated by RedShift, please refer also to clause n.7 for Warranty coverage.

**5 – Pricing.**

**a.** Unless otherwise stated, all prices are in Euro Currency (EUR) and do not include VAT, installation, delivery and/or travel expenses, board and lodging, hours of waiting/delays due to force majeure. Pricing does not include any costs related to activities done by third parties.

**b.** For special products quoted that needs to be defined with the Customer or the end Client, prices are subject to any changes as per final construction drawings. Prices quoted in the initial Offer, in this case, are subject to any type of modification based on the choices made subsequently between the parties and the final constructional drawings realized by the Company and confirmed by the Customer.

**c.** If there is any error or omission in the Quotation, the Company reserves the right to amend the Quotation price. This clause applies even if it has been accepted by the Customer. In this case the Company will emits a new updated Quotation.

**d.** Price differences between Quotations issued for the same products may be due to increases in wage costs and/or changes in other costs of manufacturing or on raw material acquisition.

**6 – Installation.**

Each Quotation indicates if the installation is included or not.

**a**. Installation could be included in the final Quotation price or alternatively installation costs are displayed separately in details and clearly identifiable. It is responsibility of the Customer to ensure that installation can be completed without any interruption on the mutually agreed date. The Company reserves the right to charge the Customer extra costs incurred by the Company by virtue of interruption, including travel costs and related expenses.

**b.** If the installation is not included, products delivered need to be installed by the Customer or other trained personnel identified by the Customer. In this case, any other costs for installation not referred in the Quotation or that could come later, are not covered by RedShift. In case of future request for installation of the product sent, Company needs to add costs, please see the following paragraph of this clause.

**c.** Afterwards, if the Customer requires an installation on RedShift products (only) and this is not agreed upon in the Quotation, it will be quoted separately and will be subject of a new Offer by the Company.

**d.** The Customer will be fully responsible to ensure that plumbing, gas connections, electrical installations and any other installation not specified within the Quotation do not foul the ducting in associated areas. The Customer will be fully responsible for any necessary co-ordination services to begin and realize the installation at its best.

**7 – Warranty.**

Warranty is always cited in the Quotation terms. It solely refers to products manufactured and provided by RedShift. Duration is set to 1 (one) year that begins from the products consignment.

**a.** Warranty includes the main mechanical and electrical parts that are essential for the proper instrument operation, whose defection can cause a stop on instrument working performance.

**b.** During the Warranty period the Customer should give notice in writing to the Company of any faults or defects in the instrument, not being defect or failure due to design made furnished or specified by the Client. Then provided that the fault or defect is not due to improper use of the product by the Customer the Company shall, at the option of the Customer and with all possible speed, either repair or replace the product so as remedy the defects without cost to the Customer.

**c.** The Customer shall, as soon as practicable after discovering any such defect or failure, return the defective products or parts to the Company, at RedShift expenses unless it has been agreed between the parties that the necessary replacement or repair shall be carried out by the Company on the Customer’s premises.

**d.** On returned goods, parts damaged for poor packaging of the Customer are not covered by Warranty, please refer to clause 9d. Please keep safe the original packaging materials for at least 1 (one) year from the arrival of the instrument. With this you can pack properly the instrument for warranty return avoiding damages during the delivery.

**e.** Warranty does not include parts subjected to routine, programmed maintenance, and consumable parts. All those components depend on the standard operation set up by the Customer. Please refer to Annex I for the listing of consumable and replacement parts.

**f.** All the main parts of standard products are on stock and ready to be shipped as soon as the Customer place the order or when a defection or malfunction is showed.

**g**. For any inquiry in warranty or more information about maintenance and consumable parts please contact RedShift: vendite@redshift.it

**8 – Delivery Time.**

Delivery time of the goods depends strictly on the type of products, whether it is a standard or a special good specifically made for that Customer. Please, always consult your Quotation for delivery time.

**a.** Any date or time indicated in the Quotation represents an estimate that does not commit raw materials and resources. Upon confirmation of this Offer, the Company will try to satisfy this estimate by communicating the certain date of delivery for the product, its non-execution will not give the Customer any right of cancellation and will not make the Company responsible for any loss or damage as an indirect result Customer. Delivery terms indicated in the Order Confirmation sent to the Customer will also take into account: planning, production and testing sessions.

**b.** For special products and configurations, please refer to the delivery time established in the Quotation. The declared timing is confirmed with the delivery date starting from the date on which the Order is sent by the Customer to the Company and the Company is effectively aware of it. The delivery date may be subject to change if time passes from the Quote to the final Order. Delivery date may also change if the project is still being defined and the Company needs confirmation on the project or on several phases of it by the final Customer after sending the Order and its Order Confirmation. No type of penalty can be applied to this type of Contract.

**9 – Terms of Delivery and Transport.**

Products are properly packed and secured in such a manner to reach their destination in good state under the normal conditions of transport.

**a.** Products will be delivered to the place or places specified in the Order and in terms cited in the Quotation and confirmed in the Order Confirmation.

**b**. The Customer should examine products immediately after delivery and the Company will not be liable for any mis-delivery, shortage, defect or damage unless the Company receive details in writing within 5 (five) calendar days from the date of the arrival of goods.

**c.** In the event of damage or loss in transit, the Company will repair or replace products free of charge. The Customer shall promptly notify the Company written notification of such damage or loss as mentioned in point b. of this clause n.**9**; if respecting the notice timing in addition to relieving the Customer from the damage suffered, allows the Company to contact the carrier within a reasonable time to be able to report the conditions of the goods at destination and activate the necessary measures to remedy the loss suffered. Conditions set out in clause 9b shall also be respected when the delivery has been carried out by the Company transporter.

**d.** On returned goods for Warranty repair or replacement, Customer shall pack products properly and in a good manner to guarantee a safer transit. RedShift can send an easy and pictured procedure to pack safe an instrument. If damage occurs due to improper packaging, the Company will give a written notification of such damage to the Customer. The damage due to inappropriate packaging is totally at the cost of the Customer, RedShift will quantify it. In case of appropriate packaging, but a damage occurs during transport of the returned goods, the Company will notify the carrier and initiate the necessaries steps for a reimbursement procedures.

**10 – Property and Risk.**

**a.** Notwithstanding delivery and/or installation or products, title in any products supplied and/or installed will remain with the Company until the Customer has paid and discharged any and all indebtedness to the Company on any account whatsoever including all applicable sales taxes, levies and duties. Any payment made by or on behalf of a Customer that is later avoided by the application of any Statutory Provisions will be deemed not to discharge the Customer’s indebtedness and such in an event the parties are to be restored to rights each respectively would have had if the payment had not been made.

**b.** The risk in any products supplied and/or installation will pass to the Customer upon delivery (actual or constructive) to the Customer, stated that there are not damages or original defects mentioned on clauses 7a, 7b, 9b and 9c.

**c.** The Customer acknowledges that if he is in possession of any products supplied and/or installed, he holds such, solely as a fiduciary bailee for the Company until the payment has been made in full to RedShift as described in clause 11.

**11 – Responsibility.**

**a.** The Company is responsible for damage or loss caused to the Customer only if and to the extent provided for by these Terms and Conditions.

**b**. If the responsibility of the Company is ascertained, in compliance with the following provisions, this responsibility is limited to one amount equal to twice amount envisaged under the Contract. In case of continuous service contracts, liability will be limited to double the amount due in the last three months. The liability will not exceed the maximum amount of € 50.000,00 (EUR).

**c**. If the responsibility of the Company is ascertained, this will be obliged to compensate only for direct damage or loss, which will not include in any case: financial losses, loss of production, loss of turnover and/or profits, loss of revenue, loss of business opportunity, loss of goodwill, loss of business reputation, economic loss or any indirect decrease in value of products or sums that would have been included in the costs of the services if the task had been carried out correctly.

**d.** The Company is responsible only for those activities carried out under its responsibility. The Company is not responsible for correctness of the information received from third parties, unless it has been explicitly stated in writing that this information has been evaluated by the Company and validated as correct.

**e.** The Company is not subject to a confidential contract with the acceptance of the Order by a Customer. This type of actions must be carried out with a specific contract and are not subject to these Terms and Conditions except for the normal observance of the rules of confidentiality and correctness (reference to clause 14).

**f.** In case of damage or loss caused by carrying out the assignment or direct consequence of it, the Customer undertakes to compensate the Company towards any claims made by third parties, against which the Company cannot resort to these Terms and Conditions. In this context, “Third Party” term includes the personnel employed by the Customer and other persons used by the Client to carry out his activity.

The Customer is obliged to pay compensation to the Company, only to the extent that the Company may also avail himself of the exemption or limitation of liability towards the Customer.

**g.** The Client refunds the Company towards any claim and request for damages made by third parties, regarding the recommendations, reports, projects, drawings and similar provided by the Company and disclosed to the third parties by the Customer, with or without the consent of the Company.

**h**. Customer is fully responsible for any damages or loss suffered by the Company caused by contamination of the supplied equipment or by improper packaging of the equipment to be delivered to any possible final Customer or back to the Company for warranty, as well as of the damage or loss derivatives.

**i.** The Company is not liable to the Customer for violations of third-party rights or legal provisions in force outside of Italy, unless such rights and provisions have not been communicated by the Customer to the Company in writing before the conclusion of the Contract.

**j.** Damages or losses must be notified to the Company in writing as soon as possible, but at the latest within 3 (three) weeks of their detection. Damages and losses not reported to the Company in writing and not proved are not refundable unless the Customer proves that he has not been able to report the damage or loss at previous time.

**k**. The limitations of liability of the Company included in these Terms and Conditions are not applied if the damage or loss is caused by intent or gross negligence (in the sense of intentional default) of the Company or his management.

**12 – Terms of Payment.**

**a.** Payments due to RedShift are to be made, without retention, within the term fixed in the Quotation and following documents, after the issue of an invoice to the Customer by the Company.

**b.** Payment will be considered done when the funds are cleared in the Company’s nominated bank account.

**c**. If the Customer fails to make payment in accordance with the terms, the Company will be entitled to: – charge default interest at the rate of 10% per annum on all overdue amounts (including late payment charges and amounts other than the price) calculated daily on and from the due date for payment and the parties agree that any amount so calculated is not a penalty but rather an accurate pre-estimate of the damage to be incurred by the Company. Payments received from the Customer will be credited first again any default interest, then in payment of services and then against payment of any goods, and all such charges will be payable on demand; – claim from the Customer, all costs relating to any action taken by the Company to recover money due from the customer including any legal costs and disbursements on a solicitor-client basis; – cease all work remaining to be performed by the Company under the Quotation contract and terminate any agreement in relation to delivery of materials that have not been delivered prior to the Customer’s default; – require the payment of cash upon delivery and erection of any further products.

**13 – Results.**

As part of the performance of its activities, the Customer has full power to use the results provided by the Company.

The provisions of the first paragraph of this clause apply without prejudice to intellectual and industrial property rights of the results are always attributed to the Company, except for third-party rights and due respect for the provisions set out in clause 15.

**a.** The Company has the right to use the results from the assignment for his own business or for third parties free of charge, without prejudice to the provisions regarding confidentiality in clause 14.

**b.** The Company has the right to use, free of charge, for his own activity the knowledge and experience, methods of calculation, computer programs and experimental working methods deriving from carrying out the assignment or allowing its use also to third parties (also the Client), unless the development of this knowledge constitutes the direct purpose of the assignment in question.

**c.** The Company shall keep the goods, including any kind of sample useful for the performance of the Company or part of it, for 2 (two) weeks from the date which all the results have been communicated to the Customer, unless this is possible or unless otherwise agreed for the completion of the order. The related costs are included in the amount established in the offer. If the Customer does not organize the return of the goods in question within this period, the Company has the right to destroy them or dispose of them otherwise at his discretion. The warehouse costs beyond the terms described above will be charged of the client.

**14 – Confidentiality.**

The Customer will use the Offer presented by the Company, as well as the related knowledge and ideas, for the sole purpose of evaluating his or her interest in assigning the assignment. These provisions also apply to proposals for amendments and additions and/or extensions to the Contract.

**a**. Both parties are required to strictly observe the confidentiality inherent to the information received from the other party or from another source within the Contract. The information is to be considered confidential if classified as such by the party who provided the information or if such confidentiality is inherent in the nature of the information.

**b**. These present Terms and Conditions do not include or substitute any confidential agreements that may be drafted between the parties. An agreement must be evaluated and drafted between the Customer and the Company that will protect and mark other information exchanged as confidential not prior related to this Contract.

**c.** The Company will not disclose to third parties the results deriving from the performance of the assignment given by the Customer.

**d.** The confidentiality obligation set forth in this clause is not applicable to data or results that: – they are generic, meaning they do not specifically refer to the management of the business performed by the Customer and/or his activities.

they were already in possession of the Company; – they are generally known and/or may become generally known, without this being the consequence of any unlawful or negligent action from the Company; – have been obtained from the Company legally by a third party or through a search conducted by the same Company, without having used data or results not accessible to third parties; – have been, or are considered non-confidential, following consultation with the customer; – must be disclosed pursuant to the law or a regulation based on it; – are available to the public.

**e**. The confidentiality obligation set forth in this clause will not be applied: – if the Company, as a consequence of the disclosure to third parties of the results of the assignment by the Customer, deems it necessary to provide explanations to third parties; – if the confidentiality contravenes provisions of law; – in the case of inspections in the context of internal or external audits, for the maintenance or renewal of accreditation of certification schemes for products and management, personnel and inspection systems; – in case of transfer of the results of conformity assessment to Accreditation and Control Agencies, which provide for this request for the maintenance of accreditation or qualification; – in the presence of danger to people or things.

If possible, a consultation on the above, will take place in advance between the Customer and the Company.

**f.** At the Customer’s request, the Company will keep confidential the name of the Client and the activities carried out.

**g.** The Customer is bound by the secrecy regarding company information, the confidentiality of which is defined or should reasonably be known by the Client. The Customer also imposes the obligation to maintain the confidentiality of personnel, or third parties appointed by him.

**15 – Patents and Inventions**.

**a.** The Company is not required to ascertain the patent rights of third parties or the possibility of registering patents. Only the Company is authorized to apply for a patent for an invention process or product in his name and at his expenses.

**b.** Notwithstanding the provisions of this clause 15a, the Customer has the possibility to request the patent only if he has received prior written consent from the Company. In this case, the Customer will guarantee to the Company a free license concerning the use of the invention for his own and third parties’ purposes.

**c**. The Customer will also reimburse to the Contractor the sum that the latter is obliged to pay to the inventor according to the law or conditions employment.

**d.** The Company and the Customer are required to exchange information on the results that they consider to be patentable as soon as possible.

**e**. As part of the patent applications, in accordance with the provisions contained in this clause 15, the Company and the Customer will provide mutually support all necessary cooperation, to a reasonable compensation of costs.

**16 – Ownership and Disclosure of Documents.**

**a**. Reports, suggestions, projects, sketches, drawings, models, etc. used for the Quotation and/or for the performance of the Company and/or included in the recommendations or results are and remain the property of the Company.

**b.** In absence of prior written consent from the Company, as regards the Company’s documents, such as reports, recommendations, projects, sketches, drawings, models and the like, the Client is not authorized: – to disclose them or allow them to be consulted by third parties; – to use them or to allow others to use them to make claims, initiate judicial proceedings or for hiring purposes; – to use the name of the Company in disclosing part of the documents issued by the Company or for the purposes referred to in the previous point.

**16 – Force Majeure.**

**a.** The Company will not be liable for any failure or delay in supply, delivery or installation where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including, but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labor, storms or tempest, earthquake or other natural disasters, vandalism or riot, civil commotions or accidents of any kind (each an “Event of Force Majeure”). The Company will be suspended until the Event of force Majeure ceases to cause the failure or delay (as the case may be). The Customer will not be relieved of any obligation to make payment to the Company regardless of any party being affected by an Event of Force Majeure.

**b.** The Customer hereby irrevocable grants to the Company it’s agents and servants an unrestricted license, without notice, to enter premises occupied by the Customer to identify and remove any of the product the property of the Company or which the Company has a Security Interest in, in accordance with these Terms and Conditions without in any way being liable to the Customer or any person claiming through the Customer. The Company will have the right to sell or dispose of any such products removed or otherwise in its sole discretion and will not be liable for any loss occasioned thereby.

**c.** The Company licenses the Customer to install the products if appropriate. If the products are affixed to other materials the totality thereof will be the sole and exclusive of the Company until payment as defined in clause 12 has been made in full to the Company unless the other materials or part thereof are or is the propriety of a part or parties other than the Customers in which case the totality thereof will be deemed to be owned as tenants in common with such other party or parties in shares corresponding to the respective amounts paid or payable by the Customer in respect of such other party or parties.

**17 – Termination, Interruption, Extension of the Contract.**

**a.** In the event of termination, interruption, extension or any other act made by the Customer for the Contract in place with the Company, decision taken must be communicated in writing in a timely manner by the Customer; the Company will take note of this by applying the will expressed in this clause at its discretion.

**b**. If the Customer fails to comply with any of these Terms and Conditions being a natural person or persons commits any act of bankruptcy or being a corporation passes a resolution for winding up or liquidation (other than for the purpose of reorganization or reconstruction) or enters into any composition or arrangement with creditors or if a receiver, manager, receiver manager or administrator is appointed for any property assets of the Customer or becomes liable to be wounds up by reason of insolvency or if any petition is presented for its winding up, or if a Liquidator or Provisional Liquidator is appointed, the Company may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately enter premises occupied by the Customer to recover possession of any products not paid for in accordance with these Terms and Conditions (ref. clause n. 10c) without in any way being liable to the Customer or any person claiming through the Customer.

**c.** The Customer will reimburse the Company for all costs and damages or losses resulting from termination, cancellation, or termination of the Contract by the Customer, without prejudice to the right of the Company to take legal action.

**d.** If the assignment is cancelled, the Company will charge the Customer for cancellation costs if the cancellation: -takes less than two weeks but more than a week before the start of the assignment: 60% of the order amount; -takes place less than a week before the start of the assignment: 90% of the order amount.

**e.** In any case, the Company has the right to terminate the Contract if an interruption of the Customer continues for more than six months, without being obliged to pay the Customer any compensation. The effective date of the interruption is the date of the letter of the Customer or of the Contracting Party with whom the interruption is announced or, in the absence, the date of the letter, email or any other document which shows the interruption.

**f.** In case of delay or extension of the work included in the Contract, the Company may charge additional costs if the causes of delay or extension cannot be attributed to the Company.

**18 – Express Resolution Clause.**

**a**. Without prejudice to the provisions of the previous articles, the Contract will be deemed automatically terminated pursuant to and for the purposes of art. 1456 from the Italian Civil Code, if the Customer is in default of even one of the following obligations placed on him in these Terms and Conditions.

**b**. The automatic resolution will also operate in the hypothesis in which the execution of the same obligations should result not timely or not appropriate, as well as in case of liquidation of the Customer, of bankruptcy or the initiation, against him, of other insolvency procedures. This is without prejudice to the Company’s right to promote appropriate actions for full compensation for damages incurred as a result of the Customer’s conduct. In such cases, any claim of the Company towards the Customer will be immediately payable and payable in a single solution.

**c.** The provisions of paragraph a of this clause, concerning the right to terminate the contract, will not be applied if the non-fulfilment against the Customer is of minor importance.

**19 – Law of the Contract.**

The Contract shall be governed and construed and take effect in all respects in accordance with the Italian laws. The Customer agrees that these Terms and Conditions will be construed in according to the Laws of Italian government, and the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in Italy applying the Italian Laws.

**a.** Any dispute between the Customer and the Company, in any case concerning the interpretation validity, effectiveness or execution of the Company will be assigned exclusively to the jurisdiction of the Court of Padua.

**b**. The Italian laws exclusively to any contract concluded with the Company, except for the provisions of international conventions such as the United Nations Convention on Contracts for the International Sale of Goods, insofar as they do not contain mandatory rules of law.

**20 – Privacy (art. 13 Reg. EU 2016/679 – GDPR)**

**a.** The Company complies with the current privacy regulatory laws n. 13 of 2016/679 (identified also as European GDPR). Customer and any other counterparty will be informed about the use of data concerning himself. The processing of personal data is only permitted with the express consent of the interested party, except for cases provided by the law.

**b**. Personal data are processed within the normal activity of RedShift Company for administrative-accounting and commercial purposes: – fulfillment of tax and accounting obligations; – commercial and administrative customer management (customer administration, contracts, orders, order confirmations, shipments, invoices and reliability and solvency checks); – management of suppliers (administration of contracts, orders, arrivals, invoices and selection of them in relation to the needs of the Company).

**c.** The recipients or categories of recipients to whom the Company interfaces, may be companies, organizations or external persons that perform activities strictly connected and instrumental to the management of the commercial relationship such as: – credit institutions; – consultants and freelancers, individuals and associates.

**d.** Personal data will be stored for a maximum duration of 10 years from the conclusion of the Contract.

**e.** The interested party has the right to obtain from the Company, the confirmation that personal data is being processed or not, and in this case has the right to: – obtain access to personal data, requesting its correction or cancellation, or its limitation of the processing or to object to their treatment by the Company; – to receive in a structured format, of common use and readable by an automatic device, data concerning him and he has the right to transmit such data to another data controller (data portability), – to be informed of the existence of an automated decision making, including profiling; – if express, withdraw the consent at any time without prejudice to the lawfulness of the treatment based on the consent given prior to the revocation; – propose a complaint to the supervisory authority (Privacy Guarantor: http://www.

garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/4535524).

At any time, the Customer can – without any formalities (by e-mail: redshift@legalmail.it or telephone: +39 0495996388) – exercise the rights referred to in the above European Regulatory by contacting the Company and the Data Controller or using the appropriate form for the request, made available by the guarantor on www.garanteprivacy.it

**f.** Without the processing and communication of data due for the prescribed purposes, products and/or services requested, in whole or in part, cannot be provided to the interested party. The provision of personal data for sending Newsletters is optional, but the refusal to provide it, will prevent you from proceeding with that service.

**g.** For further information on any subject of privacy or if you wish to exercise the rights in being to you, withdraw the consent or other acts concerning your privacy, write an email to redshift@legalmail.it or call the phone number +39 0495996388. In case of violation, the Customer has the right to lodge a complaint with the competent Control Authority.

**21 – Translation**.

In case of discrepancies between Italian Terms and Conditions and the other translated versions, the Italian version will prevail.

**22 – Entry into force.**

Present Terms and Conditions of Quotation and Sale are entered into force from 1 January 2018.

Latest release 19/07/2018 – Rev. 00