

# Roberts

The present general terms and conditions regulate relations between Roberts S.u.r.l. ("ROBERTS" or "Supplier") and purchasing entity ("Clients"). Any agreements which may, in any way, differ from the present Terms and Conditions, any amendments or supplements thereof, shall only be binding in writing.

## 1. OFFERS AND ORDERS

- 1.1 The offers sent by ROBERTS are only an invitation to submit proposals and therefore do not represent a commitment to conclude the contract.
- 1.2 Orders placed by clients have the value of a contractual agreement which ROBERTS reserves to accept either expressly, by transmitting the relevant order confirmation, or tacitly by executing the order received. Once the acceptance of ROBERTS has taken place in the manner indicated, the orders cannot be unilaterally revoked by the Client.
- 1.3 Any change to the Order, possibly contained in the order confirmation from ROBERTS, shall be considered definitively accepted by the Client who doesn't expressly refuse the same changes within 24 hours from Roberts confirmation of the Order.
- 1.4 Orders issued by the Client and any disagreement of the latter with any changes made by ROBERTS must be in writing and may be communicated by one of the following channels: E-mail and fax, however they may be called, equivalent to written form.
- 1.5 Any changes to the contractual elements following the issue of the order confirmation shall be the object of separate negotiations.

## 2. PRICES AND PAYMENT CONDITIONS

2.1 Prices of the Products shall be those indicated in the price list. Prices do not include V.A.T. which will be applied at the rate in force on the date of invoice. They are net of secondary costs including packaging, unless otherwise agreed by the parties. ROBERTS reserves the right to change list prices in the event of increases in production costs or if this is necessary as a result of adjustments to legislative measures. In such a case, ROBERTS undertakes to notify the Clients in good time of any increase in costs in order to enable the Clients to revoke the order within 7 days of notification of the increase by ROBERTS. The cost of secondary packaging is expressly excluded from the sale price of the individual product and will therefore be charged separately.

2.2 Payments must be made within the terms expressly indicated in the "order confirmation" issued by ROBERTS (advance payment / cash on delivery / bank transfer INTESA SAN PAOLO, Ag. Di Sala Baganza IBAN: IT36 T 03069 65894 0000 0000 2867 BIC/SWIFT: BCITITMM) Other forms of payment (e.g. credit card, PayPal, bills of exchange or cheques), if expressly agreed, it must always be considered subject to conclusion. All related costs are charged to the clients.

2.3 In the event that the purchaser fails to make payment within the specified period, without prejudice to any right or legal action to protect the Supplier, which shall be entitled to:

2.3.1 Terminate the contract or interrupt deliveries;

2.3.2 Charge interest on arrears pursuant to Legislative Decree 231/2002 by applying the rates of time in force. Without prejudice to ROBERTS' right to claim compensation for any further damages, as well as the reimbursement of any costs or expenses incurred for the recovery of its credit, including legal fees. In this case, all sums due by the customer to ROBERTS at that time, including in connection with other deliveries, shall become immediately due in full, it being understood that for this purpose any payment deferment granted by ROBERTS shall be revoked.

2.4 Clients may not set off any claims against the Supplier, including claims arising from any return of warranty material.

2.5 In any case, the Products shall remain the property of ROBERTS until the payment has been paid in full.

2.6 ROBERTS does not issue pro forma invoices under any circumstances.

## 3. DELIVERIES

# Roberts

3.1 The delivery of goods is to be understood ex-works ROBERTS, with all consequences relating to the passing of risk.

3.2 The predefined date to deliver goods is approximate and the Supplier isn't accountable for the delay, regardless of the cause. The delivery time is not considered essential for the contract unless the essentiality is unequivocally stated in the written agreement of the parties.

3.3 Delivery times shall be calculated as from the date of the confirmation of the Order considering the working days, expressly excluding Saturdays and Public Holidays.

3.4 The delivery of goods will be made with courier at the rate of:

	0-30 KG	31-50 KG	51-100 KG	OLTRE 100 KG
ISLANDS AND CALABRIA	25 €	35 €	61 €	71 €
ITALY	16 €	25 €	41 €	51 €

Unless otherwise indicated in the offer.

Clients have to request a different delivery service. All transports are guaranteed by insurance coverage that restores 75% of the value of the goods. Unless otherwise agreement, delivery will be made to the address that the customer has indicated in the order.

3.5 If the Client (Ex-works) fails to collect the Products within the agreed times, storage costs will be debited for each day of delay in collecting

## 4. WARRANTY

4.1 Roberts follows the legal terms of the product warranty (24 months).

4.2 Any claims as to the exterior characteristics (apparent defects) must be notified to the Supplier by means of a registered letter with return receipt requested within seven days from the date of receipt of the Products.

4.3 Any claims as to the interior characteristics (not-apparent defects before careful check) must be notified to the Supplier by means of a registered letter with return receipt requested within seven days from the discover of the defect and no later than 12 months after delivery.

4.4 In the event of defects is being identify, The Supplier can choose to repair or replace the Products that prove to be defective within 12 months from the date of delivery of the Goods, provided that the defects have been notified in accordance with the provisions of paragraphs 4.1 and 4.2 above.

The products, or the parts of them to which the complaint refers, must be returned to ROBERTS, with authorisation, properly stored in the original ROBERTS packaging, under penalty of the product warranty, with shipment by the Clients and in accordance with any special instructions that ROBERTS may have given. The products or parts with defects that are returned must be accompanied by a note describing the defect, as well as any other information indicated or requested by ROBERTS. Without prejudice to the provisions of this article regarding the operation of the warranty, in the event of sale to retailers, the warranty will be granted to final users on condition that they are able to indicate exactly the details of the sales through the corresponding transport document or invoice.

4.5 The repair of devices manufactured by Roberts S.u.r.l (the "Products") must necessarily be carried out at authorized ROBERTS service centres (please contact us to locate the Authorized Service Centre nearest to you) which, using original spare parts, provide a quality repair service in strict accordance with the technical specifications indicated by the manufacturer. Roberts S.u.r.l., therefore, hereby disclaims all liability for any damage, direct or indirect, which is the result of improper use of spare parts and / or any repair carried out by anyone other than the Roberts service centres authorized to do so.

4.6 Warranty does not cover costs, damages and faults caused by:

# Roberts

4.6.1 incorrect installation and use of the product not conforming to the technical norms or and in any case for any other reason not directly attributable to the Supplier;

4.6.2 repairs and/or changes which haven't been previously expressly authorized by the Seller;

4.6.3 refusal to pack the Products as recommended by ROBERTS.

4.7 If the Clients fail to comply (even partially) with the payment terms, warranty will not be applied

4.8 Warranty does not cover accessories, components, materials and/or equipment which are not manufactured by the Supplier.

4.9 All expenses and risks linked to the transportation of the Products from/to ROBERTS' or its authorized service centres shall be borne by the Client. The products shall only be repaired at the Supplier's premises or at an authorised service centre. ROBERTS does not carry out on-site service at the customer's premises, unless the parties have made specific agreements.

4.10 The warranty to the final users, in case the Customer is a reseller, will be recognized only on condition that the details of the sale are exactly indicated to Roberts for this purpose showing the relevant transport document or invoice.

4.11 The spare parts used by ROBERTS for warranty interventions (according to the present article), are guaranteed 90 days from the date of their installation.

4.12 In case of returns that are unjustified and/or, in any case, not justified by non-conformity, ROBERTS reserves the right to charge an amount equal to 30% of the price of the returned product(s) as a contribution to the costs of managing the return itself (Handling Fee).

## 5. INFORMATION ABOUT THE PRODUCT AND ITS AVAILABILITY

5.1 Unless otherwise specified, the "technical specifications" represent the limits within which the customer may use the product, with particular reference about the safety. Dimensions and other physical characteristics are subject to normal commercial tolerances. It will be the responsibility of the customer to verify, in advance, the suitability of the product for the use for which it is intended. ROBERTS recommends that customers check the dimensions and other data relating to the products published in the general catalogue, as well as their future availability, before using them for particularly important uses. With particular reference to the welding works, in the absence of different precise indications about the sizing and the correct location, the customer will be required to accept the executive company parameters as they result for WPS available in the company archives, and the level of acceptability of the welding will correspond to the standard: UNI EN ISO 5817 level D. The information contained in the price list is, as far as ROBERTS is aware, correct at the time of printing.

5.2 If the Customer is a supplier of third subjects, he will be required to ensure that the Products delivered are complete with all the accessories such as: warnings, labels, instructions, manuals, warranty conditions and other useful information that accompany the products themselves.

5.3 If the Customer is in turn a supplier of third parties based outside the Italian territory, he is strictly required to know the provisions of the law in force in the country of destination of the goods, applicable to the devices being supplied (including the regulations relating to technical specifications and / or safety requirements) and, therefore, to know the necessary requirements to ensure the conformity of these products to all legal requirements of the territory. Consequently, the Customer undertakes to:

5.3.1 Inform ROBERTS of any Supplier's compliance with the specific legal requirements of the territory (including those arising from other regulations and/or regulatory provisions)

5.3.2 To contribute, with due care and diligence, to ensuring compliance with the general safety requirements of the devices placed on the market, by providing end users with all the information necessary to carry out the periodic review activities on the devices supplied, exactly as indicated in the User Manual;

5.3.3 Inform Roberts about the content of import regulations that require Supplier involvement;

# Roberts

5.3.4 Participate in the safety control of the product placed on the market. This is done by passing on the information concerning the product risks to the Supplier and to the authorities responsible for the actions for which they are responsible;

5.3.5 Keep for a period of ten years from the date of transfer to the final consumer and, therefore, show, where required, the appropriate documentation to trace the origin of the products;

5.3.6 (only for customers acting as distributors) to inform Roberts S.u.r.l. about developments in its business, market conditions and the competitive situation (characteristics and prices of competing products, marketing actions of the competition, etc..) in the Territory.

The Distributor or End-User assumes the widest responsibility connected to the lack of accomplishment of the above mentioned obligations with the consequent obligation to hold Roberts Italia S.u.r.l. harmless and / or indemnify Roberts Italia S.u.r.l. from any possible prejudicial effect.

## 6. COUNTRY OF ORIGIN

6.1 Information about the Products, contained in the price list, are not relevant for the origin of the Products.

## 7. COPYRIGHTS AND PATENTS

7.1 The Products as listed in general catalogue might be patented. In any case, ROBERTS is the exclusive owner of trademarks and patents with any consequent Rights.

## 8. COMPETENCE

8.1 For any dispute concerning the interpretation or execution of contracts between the Supplier and the Clients, shall be subject to the exclusive jurisdiction of the Italian Court in Parma.

## 9. EXPORTS

9.1 These general conditions of sales do not apply to exports for different terms of contractual conditions. Moreover, in the event that the products supplied are subsequently exported, it will be the Client's responsibility to obtain, at his own expense, all the necessary licences and authorisations, also complying with the regulations relating to exports between Italy and the country of destination, with particular reference to the regulations for the export of medical and high-tech products.

## 10. TRACEABILITY

10.1 In order to meet the requirements of the legislation on Medical Devices (European Directive 93/42/EEC implemented in Italy by Legislative Decree no. 46 of 24/02/97), relating to after-sales surveillance, the Customer acting as a distributor of Roberts Products is obliged to ensure the traceability of medical devices, using the same criteria applied by the Supplier (identification of the end user, serial number or batch, sales code delivered). The name of the final customer must be received already at the stage of issuing the order and, if this is not possible, as an order for stock, the distributor will be required to maintain traceability and provide it to the Supplier and / or the competent authorities (Ministry of Health), if requested. The distributor, moreover, has the obligation to guarantee the preservation of such records for a period of at least 10 years from the date of distribution of the serial number / lot itself and must notify the manufacturer if the device is lost, stolen, destroyed, donated.

## 11. PRIVACY POLICY

11.1 Pursuant to the art. 13 of Legislative Decree no. 196/03 and the subsequent privacy legislation with Legislative Decree no. 101/2018 concerning the protection of personal data provided or acquired in the context of contractual relations with the clients or that will be established in the future, we dutifully inform you that: The Data Controller is Roberts S.u.r.l. with registered office in Parma (PR) in Piazzale Badalocchio 9/b.

11.1.2 The personal data relating to the Clients are also shared with third parties when this is necessary for the execution of the contract between the parties. The data will be processed according to the type of source of reception, following the guidelines of the privacy policy at the address: <https://www.emergency-live.com/policies/>

## 12. ANNEX "A" - GUIDELINES ON GOOD DISTRIBUTION IN ACCORDANCE WITH DLGS 24/02/97 N. 46

# Roberts

12.1 Pursuant to Dlgs 24/02/1997 n. 46, the Distributor declares its organization complies with the legal requirements for “good distribution” (Good Distribution Practice). In particular:

12.2 Not reproduce any graphical representation of the Products, for any reason.

12.2.1 To meet the specific requirements of the customer, without offering guarantees other than those covered by specific agreements with Roberts S.u.r.l. (ROBERTS).

12.2.2 Not alter the packaging of products (with the exception of the identifying mark of the distributor on the outer packaging only). If the Distributor also acts maintenance centre and/or car repairers’, the packaging may not be tampered with until the time of installation of the device.

12.2.3 To comply strictly with the technical specifications defined and indicated by ROBERTS. Any different value shall be expressly (in writing) authorized by ROBERTS

12.2.4 To ensure traceability of the medical device, using the same criteria applied by ROBERTS a socio unico (by identifying the end user, the serial number of the Code of sale delivered). In particular, the Distributor shall keep the relative records for a period of, at least, ten years from the date of distribution of the concerned medical device and immediately notify ROBERTS a socio unico about any loss, theft, destruction (for whatever reason) of the medical device.

12.2.5 To submit to ROBERTS the records of distribution, when so requested.

12.2.6 To keep the products properly in suitable warehouse.

12.2.7 provide the Clients with all Roberts’s technical documentations (including User’s Manual) related to the Products and contained in the relative packaging.

## 13. COMPLAINTS AND SURVEILLANCE AFTER-SALES

13.1 In case of complaints, in compliance with Italian Legislative Decree 24.2.1997 n. 46, the Distributor agrees to:

13.1.1 Indemnify and hold harmless ROBERTS from any claim from third arising out and resulting from the incorrect and or unsuitable storage of the Products by the Distributor;

13.1.2 Promptly notify the Manufacturer (within 3 days of receipt of the report) any and all claims, accidents or any other technical problem concerning the use of the Products by the Customer.

13.1.3 Notify the Competent Authority local, only if so expressly requested by ROBERTS;

13.1.4 Cooperate with ROBERTS in collecting information on accidents or any other technical problems concerning the Products

13.1.5 Collect and transmit to ROBERTS any information about the use of the Products which is deemed useful to modify or improve their level of safety.

## 14. WARNINGS

14.1 The Distributor acknowledges that:

14.1.1 The warnings do not include the withdrawal from the market of products for commercial reasons

14.1.2 In the event of any warnings, the operations will be carried out and coordinated by ROBERTS.

14.1.3 It is necessary to cooperate strictly with Roberts S.u.r.l. for any warning or similar action.

14.1.4 The timing of any warnings must be agreed from time to time as suggested by ROBERTS.

14.1.5 It is necessary to keep the withdrawn products while waiting for specific written instructions by ROBERTS.