

**RIMSA P. LONGONI SRL**  
**GENERAL TERMS AND CONDITIONS OF SUPPLY**

**ARTICLE 1: GENERAL**

These general terms and conditions of Supply shall apply, save any exceptions specifically agreed in writing, to all the supplies of medical devices manufactured and sold by RIMSA (hereinafter "Products").

The contract shall be deemed executed once the buyer has accepted RIMSA's offer or when, after receiving a purchase order, RIMSA has sent an order confirmation.

**ARTICLE 2: PRODUCT TECHNICAL SPECIFICATIONS**

The technical specifications of the Products indicated on the technical sheet or in the catalogue are approximate and are subject to changes by RIMSA without any prior notice unless these have been expressly mentioned in the offer or in RIMSA's order confirmation.

The lighting performance of the Products, which consists in the lighting and colour performance of the Lux and Kelvin light, shall be deemed with a tolerance of +/- 5%.

**ARTICLE 3: RIMSA'S OBLIGATIONS**

RIMSA undertakes to supply Products in conformity with essential safety requirements in accordance with Directives 93/42/EEC, 2007/47/EC and, for some types of Products, to the Directive 2006/95/EC (so-called Low-Voltage Directive or LDV). RIMSA cannot guarantee the conformity of the Product to any further requirements of the country of destination of the Product which are not the subject of specific written agreements between the Parties.

RIMSA further undertakes to attach to the Product adequate instructions contained in the instruction Manuals (which include installation, operation and maintenance instructions) and the Declaration of conformity of the manufacturer, which are an integral part of the Product according to the provisions of the Directives 93/42/EEC and 2007/47/EC. In the event of the buyer not receiving the instruction Manuals and/or the Declaration of conformity, it undertakes to notify RIMSA in writing within 15 days from receipt of the Product; after such term, the instruction Manuals and Declaration of conformity shall be deemed having been received by the buyer.

RIMSA does not assume any obligation or liability as regards the condition of the places and the suitability of the civil works relevant to the installation of the Products.

**ARTICLE 4: BUYER'S OBLIGATIONS**

The buyer undertakes to transmit all technical documentation received from RIMSA to its customers and end users.

In particular, the buyer shall be responsible (also by having its customer sign the relevant declaration at time of sale) for ensuring the end user reads and undertakes to carefully follow the instructions contained in the instruction Manuals, on the labels and those relating to Product transport precautions.

The buyer furthermore undertakes to:

- ⇒ leave the "RIMSA" trademark affixed to the Product, even in the case of the buyer's trademark being affixed on the Product;
- ⇒ not to alter and to leave intact the brand name and references to RIMSA contained in the product instruction Manuals;
- ⇒ not to alter and to leave intact the brand name and references to RIMSA affixed by the latter to the Product packaging and on the documentation issued to accompany the product itself.

**ARTICLE 5: INSTALLATION**

The only party responsible for Product installation is the buyer's customer itself; no cost or responsibility relating to installation and/or commissioning of the Product shall therefore be traced back and/or in any case attributed to RIMSA.

The masonry works involving the preparation of the ceiling or wall, for Products to be installed on the ceiling or wall respectively, and the electric works for preparing the power supply system for the Product shall be of a sturdy and safe nature and completed in a workmanlike manner by suitably trained personnel.

By way of example only, without limitation, as regards Italy the following professional figures are deemed adequately trained:

- ⇒ Building Engineer, Draughtsman, Building firm duly registered in the professional Register (for masonry works)
- ⇒ Electro-technician qualified to exercise the profession of electrician (for the electrical works)

**ARTICLE 6: MAINTENANCE**

The only party responsible for Product maintenance is the end user, which if necessary shall avail itself of the services of the buyer.

The buyer declares to be aware of the technical specifications of RIMSA's products and of the maintenance procedures indicated in the instruction Manuals so as to ensure correct product use and undertakes to carefully follow such instructions.

**ARTICLE 7: WARRANTY**

The warranty terms and conditions covering the Products contained on the warranty certificate attached to these general sales conditions shall only be enforced on RIMSA by the buyer. No warranty is provided by RIMSA directly to the end user.

**ARTICLE 8: LIMITATION ON LIABILITY**

RIMSA shall pay the direct damages suffered by the buyer and which are documented as attributable to faults and nonconformities of its Product discovered within the warranty period, for an amount of not more than 40% the net value of the Product itself as indicated by the sales invoice issued to the buyer.

RIMSA disclaims all liability for indirect or consequential damage and, as already indicated in art. 4, also disclaims liability for Product installation or use not in conformity with the instructions in the instruction Manuals.

RIMSA is not aware of the existence of any third-party rights that could prejudice the manufacture and/or the marketing of the Products. It is however understood that in the event a competent Court issues a final sentence for violation of IP rights of third parties through the

Products, any sum payable to such third parties will be equally shared between the Parties. To this purpose the buyer (Customer) shall send a notice to RIMSA (Supplier) of any claim from third parties for infringement of its IP rights and the Parties shall coordinate the defence strategy. Should no agreement on the defence strategy be reached, then RIMSA shall not be liable against the Customer for any damages the Customer may be condemned to.

It is further agreed that no compensation for damages suffered shall be claimed by one Party against the other, in case of IP infringement.

#### **ARTICLE 9: PRODUCT TRACEABILITY**

Pursuant to Directives 93/42/EEC and 2007/47/EC, on the regulation of the manufacture and circulation of medical devices, RIMSA, as manufacturer, is obliged to establish an adequate medical device traceability procedure suitable for allowing any remedial actions or market recall campaigns.

In order to fulfil such mandatory obligations, RIMSA therefore asks the buyer, which agrees in this sense, to use the following procedure:

- ⇒ RIMSA identifies each Product by a "serial number", shown on both the Product and the documents (invoice and transport documents) regarding the sale to the buyer;
- ⇒ the buyer undertakes to indicate this Product serial number on all the documents (invoice, transport document, etc.) certifying the sale to the end user and to keep such documentation for a period of time of not less than 10 years from the sale of the Product by the buyer.

In the event of the buyer not selling to the end user but to another party of the distribution chain, the buyer undertakes to ask such party to observe the above procedure or other traceability procedure suitable for allowing RIMSA to comply with legal provisions.

#### **ARTICLE 10: MONITORING AND AFTER-SALES SUPERVISION**

The buyer, to contribute to market monitoring and Product after-sales supervision required on the part of RIMSA pursuant to Directives 93/42/EEC and 2007/47/EC, undertakes to notify to RIMSA any:

- ⇒ problems and situations that could affect Product safety;
- ⇒ accidents or accident risks which have caused or could cause the death or the serious worsening of the health of patients, users and third parties, associated with the Products;
- ⇒ lack of operator's instructions that could lead to incorrect Product use, found or notified by the end user.

#### **ARTICLE 11: ORDERS AND DELIVERIES**

Purchase orders shall indicate quantities, prices and Product code, as well as Product destination and required delivery terms. RIMSA will send the order confirmation to the buyer.

#### **ARTICLE 12: PRICES**

The price of the Product is the price shown on RIMSA's price list applicable at the time of order receipt. Any discounts shall be agreed in writing with RIMSA.

#### **ARTICLE 13: NOTIFICATION OF TECHNICAL DATA**

At the time of ordering, the buyer shall notify the following data to RIMSA in writing:

- ⇒ The height of the room from finished floor to ceiling (floor intrados) relating to the Product to be fitted to the ceiling
- ⇒ The height of any false ceiling – if existing – relating to the Product to be fitted to the ceiling.
- ⇒ The supply power voltage and the frequency in Hertz; unless these are expressly indicated, European power voltage will be considered - 230V- 50/60 HZ.

#### **ARTICLE 14: DELIVERY**

Delivery of the Products will be EXW (INCOTERMS 2000) RIMSA headquarters (via Monterosa 18/20/22, Seregno, MB).

Moreover:

- a. The delivery date is established on RIMSA's Order confirmation/acceptance and may be a fixed date or deferred to days from the receipt of the approved Order Confirmation.  
The month of August and Italian national holidays shall not be included in the calculation of the number of days.
- b. The delivery date starts from the parties agreement and acceptance about all the contractual conditions. The delivery date shall be automatically extended by a term equal to the buyer's delay in fulfilling the obligations indicated below:
  - ⇒ payment of the part of any price to be made by the buyer as down payment;
  - ⇒ opening by the buyer of any agreed irrevocable documentary credit, in compliance with the order Confirmation and agreed procedure.
- c. Similarly, when the buyer or other party appointed by the buyer has to notify manufacturing instructions, technical data or other instructions for the preparation and manufacturing of the Product, the delivery term shall be automatically extended by a term equal to the delay in sending the notice.
- d. RIMSA's obligation to deliver the Product. The delivery terms shall be deemed approximate in favour of RIMSA and in any case with a tolerance of 30 (thirty) days from the agreed date. Buyer shall not be entitled to claim for damages relevant to delivery made within said period (30 days after the agreed date). If, after such period, RIMSA fails to make delivery, the buyer, after proving having suffered damage due to the delay, shall be entitled to cancel the order and claim for the direct damages suffered. Such indemnification shall in any case not exceed 5% (five percent) of the value (as indicated on the Order Confirmation) of the undelivered Product. Any responsibility on the part of RIMSA for any damage relating to earlier delivery is in any case excused.

- e. In the event buyer fails to collect the Product within 60 (sixty) days from the order-ready notice date indicated by RIMSA, the latter shall be entitled to cancel the order and ask for the entire Product value amount.

**ARTICLE 15: PAYMENT**

- a) The payment terms and conditions are those indicated on the order confirmation.
- b) RIMSA reserves the right to change the payment conditions at any time and at its own discretion in the event of the buyer's financial conditions becoming such as to negatively affect the payment in favour of RIMSA.
- c) Buyer's failure to comply with the payment terms and conditions shall exempt RIMSA from all delivery obligations, including delivery obligation relevant to Products different to those to which said non-compliance refers. Moreover, RIMSA shall be entitled to early collection of any amount owed and/or to cancel the order withholding the sums until that time paid by the buyer as indemnification and without prejudice to claim any further damages.
- d) In the case of payment by irrevocable Documentary Credit, all the conditions indicated in the credit shall be in conformity with whatever indicated on Rimsa' Order confirmation. In case of differences, RIMSA shall be entitled to cancel the order.

**ARTICLE 16: RETENTION OF TITLE**

The Products delivered remain RIMSA's ownership until full payment has been made.

**ARTICLE 17: TRANSPORT AND STORAGE INSTRUCTIONS**

The buyer undertakes to comply, and to ask its customer's to comply, with the transport instructions and precautions indicated on the packaging.

In the event of transport being made by RIMSA, the latter disclaims liability for any breakages, damage or missing articles and/or thefts due to carelessness and/or negligence on the part of the forwarding agent and in any case for causes not attributable to RIMSA.

**ARTICLE 18: LAW APPLICABLE TO THE CONTRACT**

This contract shall be subject to the laws of Italy.

**ARTICLE 19: DISPUTES**

All disputes arising from or connected with contracts to which these General Terms and Conditions apply, shall be finally settled by the court of Milan (Italy).

Date

Buyer's signature

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