

# TECNO SYSTEM

## General Terms and Conditions of Sale

*(hereinafter referred to as "General Terms and Conditions of Sale")*

of

### **TECNO SYSTEM S.p.A.**

Via Nazionale, 60 - 10010 Mercenasco (TO), Italy  
Registered with the Company House of Turin at No. 0745743  
VAT No.: IT-05931250012; share capital: € 516,500 entirely paid up

*(hereinafter referred to as "**TECNO SYSTEM**")*

## Definitions

The following terms, as used in these General Terms and Conditions of Sale with an initial capital, shall have the following meaning:

"*Agreement*" means the agreement for the sale of Goods, by which the Purchaser accepts, either expressly or impliedly, the last of TECNO SYSTEM's offer to contract. In case of discrepancies between Order and Order Confirmation, the Order Confirmation, sent by TECNO SYSTEM, by any means, to the Purchaser, shall be considered as the last of TECNO SYSTEM's offer to contract. The Agreement shall be considered as being conclusively agreed and effective, at the latest, upon Delivery of the Goods. Annexes are an integral and substantive part of the Agreement.

"*Day/s*" mean/s any day in which Italian banks are open for business, excluding, in any case, Saturdays and Sundays; on the contrary, the word "day/s", with lowercase initial, mean/s calendar day/s.

"*Delivery*" means the accomplishment of loading of the Goods, at TECNO SYSTEM's factory, onto the truck of the transporter or of the freight forwarder.

"*Goods*" means collectively any component and/or any electro mechanic, electronic and mechatronic system supplied by TECNO SYSTEM to the Purchaser in furtherance of the Agreement and of these General Terms and Conditions of Sale.

"*Invitation to Treat*" means the request of supplying an offer to contract, sent by TECNO SYSTEM to the Purchaser, containing reference to a defined amount of Goods marketed by TECNO SYSTEM at certain prices and conditions. The Invitation to Treat is drafted according to preliminary and incomplete information and, therefore, it is never binding and it can never be considered as an offer to contract.

"*Order*" means the offer to contract sent by the Purchaser to TECNO SYSTEM.

"*Order Confirmation*" means the offer to contract, sent by TECNO SYSTEM to the Purchaser's; it shall not in any way be considered as "Order Confirmation" the mere acknowledgment of receipt of the Order.

"*Party/Parties*" means individually TECNO SYSTEM and/or the Purchaser or both collectively, depending on the context.

"*Purchaser*" means any person or company who purchases the Goods directly from TECNO SYSTEM and whose details are indicated in the Agreement.

## 1. Specifications and Use of the Goods

- 1.1 The Goods' specifications set forth under the Agreement are for reference only and are never binding for TECNO SYSTEM. Purchaser expressly acknowledges that the Goods may contain customary errors and waives any action to terminate the Agreement and/or to obtain price reduction and/or compensation and/or to set off or counterclaim against the payment of the Goods, in case the Goods, although non-compliant with the agreed specification, are still working.
- 1.2 TECNO SYSTEM mainly conceives, produces and sells Goods to be used within electronic devices, exploiting the most advanced scientific and technical know-how. However, TECNO SYSTEM expressly disclaims any results of the procedures followed by the Purchaser using the Goods. The use of the Goods shall take place under the sole direction, sole control and at entire risk of the Purchaser. The Purchaser warrants and represents to be exclusively responsible of any supply of any defective electronic devices in the market and shall indemnify and hold TECNO SYSTEM entirely harmless from any prejudice deriving to TECNO SYSTEM thereto.
- 1.3 Whenever the Goods are to be employed within devices whose use might be dangerous for persons and other goods, TECNO SYSTEM recommends conducting accurate controls and a thorough test of each device, even with manual methods, as the case might be, and expressly disclaims any liability in case such test is not being conducted.

- 1.4 Purchaser expressly acknowledges that any single component and/or system operates within its own peculiar characteristics and tolerances. Therefore, TECNO SYSTEM expressly disclaims that any programmes developed and tuned for a specific component and/or system may automatically work with other apparently equivalent components and/or systems.

## 2. Sale of Goods

- 2.1 The Purchaser purchases the Goods in its own name and on its own behalf and in no case it shall enter into agreements committing TECNO SYSTEM vis-à-vis any third parties. The Agreement shall not constitute any employer/employee relationship, master cooperation agreement, agency, power of attorney, commission, joint venture or partnership between the Parties.
- 2.2 Save in case of Goods produced according to a Purchaser's project, it is agreed between the Parties that the Agreement shall not grant any exclusive right to the benefit of Purchaser and therefore TECNO SYSTEM is entitled to sell the Goods to whoever, without any restrictions whatsoever.
- 2.3 Save in case of Goods produced according to a Purchaser's project, TECNO SYSTEM, at its sole discretion, may replace the components and/or systems with others considered equivalent by TECNO SYSTEM, or even not equivalent and having different specifications, but taking into consideration the technological evolution, for the entire duration of the Agreement. Any change in the configuration of components and/or systems, being the same conducted at the Purchaser's request or for TECNO SYSTEM's needs, may lead to price increases, which shall be entirely charged to the Purchaser.
- 2.4 In case of payment, in whole or in part, further to the Delivery of Goods, title in the Goods shall remain with TECNO SYSTEM and shall be transferred to the Purchaser only upon payment of the balance. In any case provided for under this clause 2.4, the sale of Goods is made with reservation of title to TECNO SYSTEM, according to section 1523 and following of the Italian Civil Code.

## 3. Procedure for Entering into the Agreement

- 3.1 Since the Invitation to Treat is always for reference only and is never binding, TECNO SYSTEM, at any time subsequently, is entitled to charge to the Purchaser proportional price increases, whenever the prices are currently resulting higher than expected at the time of the Invitation to Treat.
- 3.2 Purchaser may request the delivery of the Goods only through the execution and forwarding to TECNO SYSTEM of the Order attached to the Invitation to Treat. Any clause inserted by the Purchaser within the Order attached to the Invitation to Treat and/or added by the Purchaser and/or anyhow conflicting with the Order shall be considered as null and void. Purchase orders drafted by the Purchaser or anyhow different from those attached to the Invitation to Treat shall be considered as null and void.
- 3.3 Without prejudice to clause 12.1 of these General Terms and Conditions of Sale, TECNO SYSTEM shall be obligated to sell the Goods to the Purchaser only in case TECNO SYSTEM has accepted the Order, according to the terms and conditions as set forth under these General Terms and Conditions of Sale, by forwarding an appropriate Order Confirmation.
- 3.4 Execution and forwarding to TECNO SYSTEM, by the Purchaser, of the Order attached to the Invitation to Treat and the subsequent acceptance of the same by TECNO SYSTEM, through forwarding to the Purchaser of an Order Confirmation, shall lead to the formation of a legally binding Agreement, between TECNO SYSTEM and the Purchaser, according to the Order Confirmation and these General Terms and Conditions of Sale.
- 3.5 As an express derogation to clause 7 of these General Terms and Conditions of Sale, and without prejudice of clause 3.2 of these General Terms and Conditions of Sale, in case of:

- Clauses inserted by the Purchaser onto the Order attached to the Invitation to Treat and/or added to the same and/or anyway conflicting with the same; or
- Purchase orders drafted by the Purchaser or in any way different from those attached to the Invitation to Treat; or
- Lack, within the Order, of one or more of the signatures of the Purchaser or in case of invalid signatures;

**TECNO SYSTEM disclaims any warranty on the Goods sold and shall invoice to the Purchaser any and all repair conducted on the same as well as any and all replacement of the Goods.**

#### 4. Delivery and Acceptance – Terms and Conditions

- 4.1 Notwithstanding herein in the contrary, TECNO SYSTEM's usual non-binding lead-time for delivering the Goods ordered is 150 (one hundred and fifty) Days of the Order Confirmation given by TECNO SYSTEM. Lead-times are for reference only and non-binding and TECNO SYSTEM expressly disclaims any liability, including but not limited to indemnities, penalties and compensation, to be paid to the Purchaser or to whoever, in case of delays.
- 4.2 Notwithstanding herein in the contrary, Delivery of the Goods shall always take place upon completed loading of the Goods onto the truck of the transporter or the freight forwarder at TECNO SYSTEM's factory, in Mercenasco, Italy. In case the Purchaser fails to select, in the Order, the transporter or the freight forwarder, TECNO SYSTEM is entitled to select a transporter or freight forwarder of its own choice and the Purchaser hereby consents and ratifies such selection, as well as the operation of such transporter or freight forwarder selected by TECNO SYSTEM.
- 4.3 Goods are considered to be accepted by Purchaser upon Delivery. The Purchaser, the transporter, the freight forwarder or any third party in charge, shall be liable to check the package integrity and notify to TECNO SYSTEM, immediately and in writing, any defect.
- 4.4 During transport between TECNO SYSTEM's factories and the place of destination indicated by the Purchaser, Goods are transported entirely at the Purchaser's cost and risk, also in case of selection of the transporter or of the freight forwarder by TECNO SYSTEM. Upon specific request of Purchaser, to be delivered at least 3 (three) Days before Delivery, TECNO SYSTEM is willing, at the Purchaser's cost, to procure an insurance policy covering the transport of Goods. It is hereby agreed that, also in this case, TECNO SYSTEM disclaims any liability for damages, loss of Goods, shipping errors or other.

#### 5. Price and Payment Terms

- 5.1 Prices set forth under the Agreement are those of the Goods loaded onto the truck of the seller or of the freight forwarder at TECNO SYSTEM's factory of Mercenasco. Prices of Goods are exclusive of VAT. Any other cost (with the exception of packaging, if expressly mentioned), including but not limited to transport, shipping, taxes and duties on Goods shall be at the Purchaser's entire charge. Prices are valid until the expiry of the term set forth under the Invitation to Treat and, in any case, can be proportionally increased in case of material and unforeseen increases in labour or components.
- 5.2 Without prejudice to different conditions set forth under the Invitation to Treat, payment conditions are the following: 50% (fifty per cent) of the price in advance (hereinafter referred to as the "Deposit"); 50% (fifty per cent) of the price within and no later than 30 (thirty) days of issuing the invoice, through wire transfer.  
Payment shall be made at the bank specified under the invoice.
- 5.3 In no case the Purchaser shall be entitled to withhold or suspend payment of the Deposit or of the Goods invoiced and delivered, nor the Purchaser shall acquire the right of set off or counterclaim with respect to the payment of the Deposit or of the Goods invoiced and delivered, without the prior specific and written consent of TECNO SYSTEM.

- 5.4 In case of failure, in whole or in part, to pay any amount within the agreed terms, and without prejudice to TECNO SYSTEM's right to terminate the Agreement and claim full compensation, according to the clause 12.2 below, interest for late payment, calculated as per Italian Law (D.lgs.) of 9 October 2002, No. 231, shall be charged to Purchaser.

## 6. Service and Training Courses

- 6.1 In case TECNO SYSTEM is performing technical services on Goods located at the Purchaser's premises, the Purchaser shall supply to TECNO SYSTEM and its workforce detailed written information, on the specific risks existing in the work environment in which such workforce is going to operate, as well as on the preventative and emergency measures adopted in relation to its activity, according to section 26 of Italian Law (D.lgs.) No.81 of 2008; the Purchaser shall also cooperate with TECNO SYSTEM in laying down the safety measures to the benefit of the workforce performing technical services.
- 6.2 In case of specific written agreement, TECNO SYSTEM shall provide for technical training courses on use and programming of the Goods. In support of the courses' attendance, TECNO SYSTEM shall supply the technical documentation set.
- 6.3 In case of specific written agreement, TECNO SYSTEM shall provide for technical training courses On-Job on previously agreed subjects of specific interest to Purchaser. In support of the courses' attendance, TECNO SYSTEM shall supply the technical documentation set.

## 7. Warranty

- 7.1 TECNO SYSTEM warrants that, upon Delivery, Goods are free from defects in material and workmanship.
- 7.2 In case defects in material and workmanship, absent upon Delivery, are thereafter found on the Goods and Purchaser is compliant with all clauses of these General Terms and Conditions of Sale, TECNO SYSTEM shall correct such defects at its own charge (in terms of spare parts and workmanship required to conduct repairs), at TECNO SYSTEM's factory. Disbursements, costs and risks relating to removal of the Goods, packaging and shipping of the defective Goods to TECNO SYSTEM's factory, as well as those relating to returning of the replaced/repaired Goods to the Purchaser and their reinstallation shall be entirely borne by Purchaser.
- 7.3 In order to apply for the replacement of defective parts, the Purchaser shall notify to TECNO SYSTEM the identification number of the failing component(s) and/or system(s) and shall describe in writing the failure. Only once the Purchaser has obtained from TECNO SYSTEM a Return Material Authorisation number (hereinafter referred to as "RMA") for the relevant part, defective Goods can be returned to TECNO SYSTEM.
- 7.4 Purchaser shall state if the defects came out while using the Goods for the development or fine tuning of programmes, for negligence, improper use, programming errors or, anyhow, for any use of the Goods different from the normal ones.
- 7.5 The duration of the present warranty is 12 (twelve) months of the Delivery date. Any repairs performed during warranty shall not have any effect of prolonging the warranty duration, which shall automatically expire upon reaching the term referred hereinbefore.
- 7.6 Consumables are excluded from warranty. Repairs of defects due to using the Goods for the development or fine-tuning of programmes, to negligence, to improper use, to programming errors or, anyhow, to any use of the Goods different from the normal ones are also excluded from warranty. Furthermore, warranty is not applicable in any of the following cases:
- Goods have been used differently from what is provided for under the instructions contained in users, programming and service manuals.
  - Goods have been handled differently from what is provided for under the installation manual or anyhow, the normal precautions to be followed for electronic material have not been observed.

- Goods have been damaged (even if accidentally), including during transport.
- Damages have been repaired by personnel not belonging to the TECNO SYSTEM's network or by an unauthorised repair centre.
- Serial number of components/parts have been removed, damaged or made anyhow unreadable.
- Mere aesthetic defects.
- Defects due to use of parts not purchased from TECNO SYSTEM or parts not included within TECNO SYSTEM's catalogue, although employed jointly with the Goods.
- Damages due to incorrect connections and/or overvoltage.
- Goods have been modified by unauthorised (specifically and in writing by TECNO SYSTEM) personnel.
- Goods have been damaged due to connections with other devices not supplied by TECNO SYSTEM.
- Wiring or interconnections have not been installed/provided by TECNO SYSTEM.
- Upon the occurrence of force majeure, included but not limited to natural events, strikes, other working restrictions, war, riots, etc.

7.7 In case of repairs conducted in presence of the above exclusion causes, any disbursement and cost incurred by TECNO SYSTEM (including but not limited to spare parts and workmanship required for reparation at TECNO SYSTEM's factory) shall be entirely charged to the Purchaser.

7.8 This warranty contains the entire remedies granted to the Purchaser against TECNO SYSTEM, directly or indirectly arising out of defects in the materials and workmanship, and does not grant to the Purchaser any right to claim on grounds of merchantability, quality, fitness for a particular purpose, conformity, performances, non-infringement or any other warranty, either express or implied, in fact or at law, oral or in writing, with reference to the Goods.

7.9 This warranty is granted exclusively to the Purchaser and shall not be transferred nor assigned to third parties, including but not limited to retailers or end-users.

## 8. Limitation of Liability

8.1 TECNO SYSTEM disclaims any liability for damages and/or injuries due to defective Goods, if arising out of incorrect installation or improper use of the Goods by the Purchaser or by any third parties.

Without prejudice to any applicable mandatory rule, TECNO SYSTEM maximum aggregate liability arising out of or in connection with these General Terms and Conditions of Sale or any collateral contract, shall in no circumstances exceed the price of the specific unit of component/system or any other item giving rise to the claim.

8.2 Also taking into consideration what stated at clause 1 of these General Terms and Conditions of Sale and always without prejudice to any applicable mandatory rule, in no event shall TECNO SYSTEM incur in any liability for any special, indirect, consequential or incidental loss or damage, damage to the Purchaser's image or goodwill, loss of or damage to data, loss of profit, loss of contract or loss of other economic advantage, arising out of or in connection with these General Terms and Conditions of Sale or any collateral contract, even if TECNO SYSTEM has been previously advised of the possibility of the same.

## 9. Force majeure

9.1 TECNO SYSTEM shall not be liable to the Purchaser for any delay in or failure to perform or comply with its obligations under these General Terms and Conditions of Sale Agreement or any collateral contract as a result of any circumstances beyond TECNO SYSTEM's reasonable control, including, war, national emergency, civil disturbance, terrorism, theft, fire, flood, explosion, natural disaster, unusually severe weather conditions, prohibitive legislation or regulations, judicial or administrative decrees and failure of power or utility supplies.

In case of delays or failure to perform, TECNO SYSTEM's obligations shall be considered as suspended for the entire duration, and insofar as, force majeure persists.

## 10. Intellectual Property Rights

- 10.1 Save in case of Goods specifically produced according to the Purchaser's project, integration of the Goods within products and/or solutions bearing the trademark or trade names of the Purchaser shall always require prior specific and written consent of TECNO SYSTEM.
- 10.2 Without prejudice to what is specified in the contrary in writing, intellectual property rights on the Goods and all documentations relating thereto shall be the sole property of TECNO SYSTEM, and nothing in these General Terms and Condition of Sale or in any collateral contract may be interpreted as granting any license to the Purchaser.
- 10.3 Purchaser shall notify TECNO SYSTEM, with no delays, of any infringement of TECNO SYSTEM's intellectual property rights on the Goods, committed by third parties and known by the Purchaser. TECNO SYSTEM shall be granted the exclusive right to take over the defence against the author of the infringement and shall decide, in its sole discretion, any legal action to be taken further to the infringement.
- 10.4 Without prior written and specific authorization of TECNO SYSTEM, Purchaser shall not copy any documentation delivered by TECNO SYSTEM, unless such authorisation is granted by mandatory rules (e.g. Italian Law [R.D.] No. 633 of 1941, as subsequently modified) or in case of Goods specifically produced according to the Purchaser's project. Documentation remains sole property of TECNO SYSTEM and the Purchaser is only granted a license to use, limited to the strictest necessary.
- 10.5 Purchaser shall keep confidential, with the same care employed for its own confidential information and anyhow with the maximum standard of care, any information disclosed by TECNO SYSTEM, in writing or in any other form, and shall use it only for performing the Agreement. The provisions of this clause 10.5 shall survive any term/termination of the Agreement and shall be in full force and effect for 10 (ten) years of such term/termination. Purchaser is fully aware of the professional liability arising out of the Agreement and agrees to bind its director, employees and consultants to keep confidential any data, information or news relating to the Agreement and not to use such data, information or news to the detriment of TECNO SYSTEM.

## 11. Export Controls

- 11.1 Wherever the Purchaser is permitted to export the Goods, under the terms of the respective Agreements, the Purchaser must conform to the export regulations laid down by Italian law, including any limitations on exporting advanced technology to specific geographical areas indicated by the Italian government.

## 12. Term and Termination of the Agreement

- 12.1 TECNO SYSTEM shall be granted the right to terminate the Agreement, without cause, upon 30 (thirty) days simple prior written notice, to be given by registered letter or by e-mail. In such a case, TECNO SYSTEM shall only reimburse to the Purchaser the Deposit already paid to TECNO SYSTEM under the respective Agreement, plus a penalty amounting to 1% (one/00 per cent) of the value of the Goods that shall not be delivered under the respective Agreement, since Purchaser warrants and represents that such earlier termination without cause shall not cause it any material harm. Therefore, Purchaser hereby waives any right to compensation for any damages whatsoever, including but not limited to any special, indirect, consequential or incidental loss or damage, damage to the Purchaser's image or goodwill, loss of or damage to data, loss of profit, loss of contract or loss of other economic advantage.
- 12.2 Without prejudice of TECNO SYSTEM claiming full compensation of any damage, the Agreement can be automatically terminated by TECNO SYSTEM, according to section 1456 of the Italian Civil Code, by sending simple written notice to the Purchaser, in case:

- (a) Purchaser fails to timely and entirely pay the Goods within the delays provided for under the Agreement, or under clause 5.2 of these General Terms and Conditions of Sale;
- (b) Purchaser fails to comply with the obligations to protect workers, according to clause 6.1 of these General Terms and Conditions of Sale;
- (c) Purchaser becomes unable to pay its debts, or makes an assignment for the benefit of its creditors, or institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, or is adjudged bankrupt or insolvent by a court having jurisdiction.

12.3 Without prejudice to clause 12.1 above, in no case the termination of the Agreement shall give rise to an obligation to return what has already been validly performed. Purchaser shall be obliged, in any case, to pay for the Goods already delivered.

### 13. Personal Data Processing (Italian Law [D.Lgs.] No.196 of 2003)

13.1 Purchaser, while processing personal data that come to its knowledge in the performance of the Agreement, undertakes to conform – and have its directors, employees and consultant conforming – to the provisions of Italian Law No. 196 of 2003 and subsequent amendments thereto (hereinafter referred to as the “Italian data Protection Code”), either during the period of validity or after the termination of the Agreement.

13.2 Purchaser is aware of the fact that TECNO SYSTEM, according to Section 13 of the Italian Data Protection Code, shall process the data of the Purchaser, either in writing or through computers, only for accounting or performing its obligations under the Agreement. TECNO SYSTEM shall keep the data within its premises for a maximum period of 10 (ten) years, and shall transmit the data outside its premises only to fulfil obligations imposed by law. The Purchaser is not obliged to supply its personal data to TECNO SYSTEM, but the refusal to supply the data shall cause TECNO SYSTEM not to be able to enter into or to perform the Agreement. The Purchaser is granted the right to access its data, kept at TECNO SYSTEM's premises, and the other right provided for under Section 7 of the Italian Data Protection Code by forwarding a specific request to TECNO SYSTEM. The legal entity in charge of the data processing is TECNO SYSTEM.

### 14. No Assignment

14.1 The rights and obligations of the Purchaser under the Agreement cannot be transferred nor assigned to third parties without TECNO SYSTEM's prior specific and written consent.

### 15. Applicable Law and Jurisdiction

15.1 The present Agreement shall be governed and construed in accordance with the laws of the Republic of Italy. Application of Part III of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is excluded.

[15.2 The courts of Brussels (Belgium) shall have exclusive jurisdiction over all disputes arising out of these General Terms and Conditions of Sale or any collateral contract or in connection with the subject matter hereof. Language of the procedure shall be French. However, if TECNO SYSTEM is the plaintiff, TECNO SYSTEM shall be entitled to sue the Purchaser in the court having jurisdiction over the place of business of the Purchaser. In any such action the Parties hereby waive any right to allege lack of personal jurisdiction, improper venue or inconvenient forum.]

[15.2 Any disputes arising out of or in relation with these General Terms and Conditions of Sale or any collateral contract shall be finally settled under the CEPANI Rules of Arbitration by one arbitrator appointed in accordance with those Rules. The seat of the arbitration shall be Brussels. The arbitration shall be conducted in English language.]

**Commentato [fr1]:** Versione per tutti gli Acquirenti situati nei paesi UE o EFTA (Islanda, Liechtenstein, Norvegia e Svizzera) e per Acquirenti non-UE e non-EFTA che saldano il pagamento della Merce prima della Consegna.

**Commentato [fr2]:** Versione per Acquirenti situati nei paesi non-UE e non-EFTA che saldano il pagamento della Merce dopo la Consegna.

### 16. Miscellaneous

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- 16.1 These General Terms and Conditions of Sale, the Agreement and the appendices that it refers to, contain the entire agreement between the Parties on the subject and substitute all the prior agreements, memoranda, letters of intent on the same subject.
- 16.2 These General Terms and Conditions of Sale, the Agreement and the appendices that it refers to, may be modified, altered, changed or amended only in writing by the legal representatives of the Parties and subject to prior agreement between the Parties. No manager, employee or authorized representative of the Parties, unless duly authorized in writing by the respective legal representative, has the authority not to apply, alter or extend these General Terms and Conditions of Sale, the Agreement and the appendices that it refers to, nor to enter into contracts, make declarations or attribute new, substitute or diverse guarantees.
- 16.3 Any change of the Purchaser's authorized representative must be notified in writing to TECNO SYSTEM.
- 16.4 Failure or neglect on the part of TECNO SYSTEM in promoting the enforcement of the provisions of these General Terms and Conditions of Sale, of the Agreement and of the appendices that it refers to, shall not be construed as a waiver and shall not affect the right to request to the Purchaser the proper performance of its obligations, nor prejudice TECNO SYSTEM's rights to take subsequent action. It is agreed that TECNO SYSTEM shall be entitled, at any time, to refuse to fulfil its obligations, whenever the Purchaser does not at the same time fulfil or offer to fulfil its own obligations.
- 16.5 Purchaser shall not issue press releases nor disclose in any way to third parties the contents of these General Terms and Conditions of Sale, the Agreement and the appendices that it refers to, without the prior written consent of TECNO SYSTEM.
- 16.6 In the event that any term, condition or provision contained herein or in any Agreement or appendices that it refers to, shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, the same shall to that extent be severed from the body of these General Terms and Conditions of Sale and/or of the Agreement and/or appendices that it refers to and the remainder of which shall continue to be valid and enforceable to the fullest extent permitted by law.