ADDITIONAL CONDITIONS FOR HARDWARE DEVICES
DELIVERY AND TESTING TERMS, WARRANTY AND REPAIR

1. Value and Scope of the Additional Conditions

These additional contract conditions (hereinafter the "Additional Conditions") govern the delivery and testing terms, warranty and repair of Hardware Devices (hereinafter also the "Product(s)").
These Additional Conditions supplement the General Conditions and apply to the Products indicated in the Commercial Proposal.
In the event of any conflict between the General Conditions and these Additional Conditions, the latter shall prevail.
The definitions set out in the General Conditions shall apply to these Additional Conditions, together with the definitions set out in the following article.

2. Definitions specific to these Additional Conditions

In addition to the definitions set out in the General Conditions, for the purposes of these Additional Conditions the terms listed below are assigned the following meanings:

- **Hardware Devices** or **Products**: the physical devices supplied by Supplier and identified in the Commercial Proposal, including their firmware, accessories and supporting documentation;
- **Manufacturer**: Bit4id Srl, the company of the Namirial Group that manufactures the Products and provides the warranty and repair services governed by SECTION II and SECTION III of these Additional Conditions;
- **Delivery Date**: the date on which a quantity, in whole or in part, of the Product referred to in the Commercial Proposal is physically delivered to the location indicated by the Client;
- **RMA**: the Return and Repair Document attached on the last page of this document.

It remains understood that the provisions of the General Conditions referring to the Services and Software apply to the Products, as compatible, and unless otherwise provided in these Additional Conditions.

SECTION I – Delivery and testing

3. Product Delivery

The delivery of the Products is deemed to have been made on the Delivery Date.
By delivering the Products, Supplier is expressly exempt from any liability for the custody and/or loss of the Products.
The risks arising from loss or damage arising in the transport of the Product from Supplier to the Client, and any other additional costs that may be necessary in the transfer of the Product after Delivery, shall be borne entirely by the Client; this is whether the transport has been organized (and/or is paid for by Supplier) or by the Client.

4. Transfer of risk and retention of title

Unless otherwise provided in the Commercial Proposal, the risk of loss of or damage to the Products passes to the Client on the Delivery Date.
Ownership of the Products passes to the Client only upon full payment of the price and of any accessory charges. Until then, the Client shall keep the Products with due care, shall keep them identifiable as the property of Supplier, and shall refrain from disposing of, pledging or otherwise encumbering them.

5. Product Testing

The Client, upon receipt of the supply of the Products covered by the Commercial Proposal, has the right to verify it or to have it verified to ensure that it fully corresponds to the provisions of the Commercial Proposal.
The activities referred to in paragraph 1 above must be carried out within 5 (five) working days from the delivery of the Products to the Client and are intended to verify, for each Product delivered, the conformity with the type, models and quantities described in the Commercial Proposal as well as the total absence of defects.
The supply shall be deemed accepted after 5 (five) days from the date of delivery without the Client having notified Supplier of the existence of any discrepancies or the need for any corrective actions.
If the Parties have planned to submit the supply to testing, the checks referred to in the previous paragraph shall be carried out in consultation between them, in the manner and in compliance with the agreed terms, starting such activities within 5 (five) days from the delivery of the Products to the Client, unless otherwise agreed between the Parties. In such cases, the supply is deemed accepted in the event of a positive outcome of the test and the issuance of the relevant report signed by both Parties.
In the event of a negative outcome of the checks or testing, Supplier will be notified of the discrepancies, faults and/or defects found on the supply and the goods found not to comply with the Commercial Proposal will be considered as not delivered. Supplier shall be required, at its own expense, to collect the goods within the term indicated by the Client and to take steps to eliminate any discrepancies, faults and/or defects and/or errors and/or anomalies found.

6. Intellectual and industrial property rights

The Namirial Group and/or its Sub-suppliers are the owners of all industrial and intellectual property rights of the Products that will be provided to the Client, including any idea, request for improvement, analysis and any other information related to the Products, even if provided or suggested by the Client or by other parties.

The Contract does not grant the Client any industrial and/or intellectual property rights, for any reason, on the Products referred to in paragraph 1 of this article, nor does it provide for the assignment of rights on the same and/or on any supporting documentation provided.

SECTION II – Warranty Terms

7. Guarantee

The Manufacturer undertakes to repair free of charge, during the warranty period, all material or processing defects found on a Product. The Manufacturer reserves the right to repair or replace, at its own discretion, individual parts of the Product or the entire Product. A replacement may include new parts, a new Product, repaired parts and/or a repaired Product (in the latter two cases the repaired parts or the repaired Product will conform to the new Product in terms of functionality). Replaced or repaired parts or the replaced or repaired Product will be covered, for the remaining period, by the warranty policy of the Product originally sent for repair. Parts or Products sent for replacement will become the property of the Manufacturer.

8. Warranty period

The purchase of a Bit4id signature tablet entitles the Client to a warranty period of two years from the date of purchase of the Product itself. The date on the sales receipt is decisive for the warranty itself.
It is possible to purchase a warranty extension of one or a maximum of two years beyond the initial period. This option can only be selected after the order for the Product has been placed. It is not possible to request a further extension of the warranty period.

9. Disclaimer of Warranty

The warranty does not cover any damage to the Product due to:

- accidents, misuse, improper use, neglect or unauthorized modifications or repairs;
- improper treatment;
- normal wear and tear of the parts of the Product.

10. Relationship with the warranties under the General Conditions

The warranty granted under this SECTION II is a contractual warranty on the Products and prevails, in relation to the Products, over the “AS IS” and “AS AVAILABLE” provision and over the disclaimers of warranty set out in Articles 4 and 7 of the General Conditions, which shall not apply to the Products for the duration of the warranty period. Any mandatory warranties provided for by the Applicable Law remain unaffected.

11. Sending / Return of damaged or defective Products

In order to return a Product, the Return and Repair Document (RMA) – attached on the last page of this document – must be used and provided.
Repairs must be carried out exclusively in accordance with SECTION III – Repair Terms below, and, where appropriate, according to the Manufacturer's prices.
Products will not be accepted without payment in advance of the relevant shipping costs.

SECTION III – Repair Terms

12. Repairs - General conditions

The Manufacturer reserves the right to repair or replace, at its own discretion, individual parts of the Product or the entire Product. A replacement may include new parts, a new Product, repaired parts, and/or a repaired Product (in the latter two cases the repaired parts or the repaired Product will conform to the new Product in terms of functionality).
Repairs carried out during the warranty period (standard duration of 2 years from the date of invoice) are governed by the previous SECTION II – Warranty Terms. This section also provides information about the types of damage covered by the warranty.
The Manufacturer reserves the right not to repair individual Products beyond the warranty period or to offer only certain types of repairs for individual types of Products.

13. Sending Products for Repair

In order to send a Product for repair, the Return and Repair Document (RMA) must be used and provided.
A copy of the invoice must also be attached.
Products sent without a Return and Repair Document (RMA) will not be processed. Provided that the sender's contact details are prominently indicated, the Manufacturer will return the Products upon request according to the Manufacturer's delivery conditions and shipping costs.
Please also use a Return and Repair Document (RMA) when sending a defective Product in order to recycle or dispose of it appropriately.
Products are not accepted without payment in advance of the relevant shipping costs. In any case, the Manufacturer will not provide the sender with any refund for the aforementioned shipping costs.
The Manufacturer will charge a test fee of € 10.00 in case of transmission of non-faulty devices. Therefore, if the Client is unsure about the damage to the device, it is suggested to contact the Manufacturer in advance.
If the Client is unsure as to whether the warranty will apply to the device's damage, it may request in the Return and Repair Document (RMA): (i) repair of the device (subject to a fee); (ii) receipt of an estimate of repair costs (subject to cost); or (iii) the appropriate recycling or disposal of the device (at no additional cost). As a precautionary measure, it is recommended to specify

the above information, given that in the absence of indications the Manufacturer, where applicable, will charge the cost of the test equal to € 10.00 (which includes the contact by the Manufacturer aimed at asking for the action to be performed on the device).
The Product must be packaged appropriately to prevent further damage during transport. Where applicable, please select a shipping method that includes insurance coverage and delivery notes. The sender shall ship the Product at its own risk, remaining responsible for any damage or loss of the Product that may occur during shipment.

14. Repair costs

In the event that the repair is not covered by the warranty or takes place outside the warranty period, it will be carried out at the price indicated in the Manufacturer's price list as well as according to the Manufacturer's delivery conditions and shipping costs.
The Manufacturer will send an estimate of the repair cost if a repair subject to cost is requested and the Return and Repair Document (RMA) has not been completed. In this case, a test cost of € 10.00 will be required, regardless of the reason for the repair.
If a Product cannot be repaired, it will be recycled or disposed of appropriately as indicated by the sender, or returned to the sender in accordance with the Manufacturer's delivery conditions and shipping costs.
If the repair is covered by warranty, it will be carried out at no additional cost and the Product will be returned to the sender at no additional cost.
The Manufacturer reserves the right to request prepayment of return repairs or shipments subject to additional costs.

15. Return shipping

Warranty repairs will be carried out by the Manufacturer at no additional cost.
Repairs not subject to warranty will be subject to the delivery terms and the Manufacturer's shipping costs will be applied.

SECTION IV – Economic and contractual provisions specific to the Products

16. Fees and invoicing

Unless otherwise specified in the Commercial Proposal, the supply of the Products constitutes a one-off supply: the fee is due in a single instalment and is invoiced upon acceptance of the order or, at the latest, upon delivery of the Products.
Accordingly, and unless otherwise specified in the Commercial Proposal, the annual advance invoicing and the annual adjustment of fees set out in Article 6 of the General Conditions do not apply to the supply of the Products, without prejudice to the right of Supplier to update its price list for subsequent orders.

17. Duration

Since the supply of the Products constitutes a one-off supply, the duration and the tacit renewal set out in Article 14 of the General Conditions do not apply to the Products.
In relation to the Products, the Contract is performed upon delivery of the Products and payment of the relevant fee, without prejudice to the Warranty and Repair Terms set out in SECTION II and SECTION III of these Additional Conditions, which continue to apply for the duration of the warranty period.
Where the Commercial Proposal provides, together with the Products, for Services and Software or Connected Services, the provisions of the General Conditions and of the applicable Additional Conditions on duration and renewal continue to apply to the latter.

Client Signature* _____
*please sign digitally

Client Name _____

RMA (Return and Repair Document) form

Please provide this document and be sure to include the following:

- Company name
- Contact of the contact person
- Address
- Phone
- email
- Equipment model and serial number
- Reason for return

A copy of the invoice is required.
If you are not sure whether the damage to your device falls within the warranty conditions, you can specify:

- If you require repair (subject to additional costs),
- If you wish to receive an estimate of the estimated cost (subject to additional charges), or
- Whether the Product is to be recycled or disposed of appropriately at no additional cost.

Please pack the Return Product securely with original packaging material or your own box.
We will contact you following receipt and handling of your return.
Ship to:
Bit4id Srl
Via Diocleziano n. 107

80125 Napoli (NA) - Italy