

GENERAL SALES CONDITIONS

Art. 1 – SUBJECT

The current general conditions are applied to and regulate every supply between the parts - even if subsequent to subscription date of the same - that should refer, either in the offer or in the order proposal, to such general conditions.

ATON sells the Customer, who buys, the hardware devices, licensed software products and corresponding services, better specified in the Offer, in the following terms and conditions. The devices have been chosen by the Customer and tailored according to the Customer's information, who is therefore responsible for the information correctness and devices chosen. ATON unilaterally reserves the faculty, by further Order Confirmation, of stipulating product delivery terms and modalities and of providing the necessary rectifications for the correct functioning of the product sold.

The Customer hereby declares accepting such modifications.

The Customer declares having comprehended from ATON the operating and use features of the licensed software.

Art. 2 – COMPENSATION AND PAYMENTS

The compensation, previously defined in ATON's offer, unless possible variations indicated at the moment of the Order Confirmation, will not be increased, excepting application of V.A.T. and any other possible further taxes.

The agreed terms for payments will be considered undelayable and are indicated in the Order Confirmation. Any delay or missing payment will enable ATON to interrupt the provision of services regarding the sale and to consider the contract terminated: in such case, default interests will be applied for each day's delay, according to amounts ruled by Art. 5 D.Lgs. 231/02, besides compensation for greater damage.

Should the Customer's agreed payment mode be financing / leasing, it will be the Customer's responsibility and obligation to obtain such credit resources.

Therefore, in the event that, at least 30 (thirty) days before the term foreseen in the Order Confirmation for the goods delivery, the financing issues described above should not be finalized, it will be ATON's faculty to claim the purveyance amount directly from the Customer.

Art. 3 –PROPERTY RESERVE - DELIVERY - SUBMISSION - PENALTY

The Customer will acquire property of the products sold by ATON only after having completed the payment of the whole amount for purchase / sale (Art. 1523 C.C.).

Delivery of products will take place in the terms agreed by the Parties, as indicated in the Order Confirmation. Such term will elapse from the latest of the following dates:

- ATON's Order Confirmation date;
- Order total amount payment date

The delivery terms are indicative and not essential; anyway, ATON does not respond for damage caused by possible delays beyond its responsibility. Each variation on the delivery terms due to the Customer's will must necessarily be previously agreed in writing with ATON.

Transportation and delivery of the goods sold are understood to be free for ATON's warehouse, unless different agreement by the Parties. The collection mode must be indicated in the Order by the Customer. In case of transportation by carrier, the Customer commits himself to provide information data on the carrier chosen. Should specific indication on the carrier be missing or in case the goods should not have been collected within 5 (five) days after communication from ATON of the goods availability, ATON will proceed to ship the goods by means of its own usual carrier, charging the Customer for the transportation expenses.

It is understood that in case of freight-free transportation, the Customer assumes the risk deriving from goods transportation.

In case by any reason, not indictable to wilful or negligent behaviour by ATON, after the Order and the Order Confirmation have been issued, the Customer should reject the goods, even only verbally, the contract will be considered terminated due to the Customer's guilty responsibility and this termination will imply the Customer's obligation to pay a penalty corresponding to 50% of the total order amount, unless ATON should demand higher compensation.

Art.4 – WARRANTY

The warranty expiry date for products sold by ATON is 12 (twelve) months for new goods and 3 (three) months for used goods starting in both cases from the date of delivery, unless differently indicated in Order Confirmation. The warranty, from which consumables are excluded, also covers possible manufacturing defects if and only if the product serial number has not been cancelled, removed or altered. The warranty does not cover defects caused by inadequate use, incidental falls, modifications not authorized by ATON, tampering, repairs performed by personnel not authorized by ATON, voltage alterations and natural catastrophes. ATON does not respond, anyway, in case of data loss and/or destruction or in case of virus aggression or system intrusion.

The Parties agree that repairs or replacements of products under warranty must be exclusively carried out by ATON technical personnel. Corresponding transportation costs to and from ATON premises will be charged to the Customer.

Art. 5 – INSTALLATION AND TESTING

Should the provision require device or software installation, fees concerning such activities will be charged to the Customer, unless differently indicated in Order Confirmation.

The Customer must assure, in premises where the presence of ATON's personnel should be required, the respect of regulations concerning workers' health and safety, and commits himself to informing ATON's personnel on the possible risks that the fulfilment of their activity might imply and on the safety procedures to be followed on field.

In cases in which the installation could not be realized in one session, due to reasons related to the Customer, the relative further fees will be charged to the same. The installation will be considered finalized when the system will be operative and meet the requirements defined in the Order Confirmation. The Customer is committed to sign the corresponding Test Report.

In any case, 10 (ten) days after the Test, in the event that the Customer should not have signed the corresponding Test Report, in absence of written claims of the product, the installation provided will be considered or supposed to be accepted.

Art. 6 – ASSISTANCE SERVICES

ATON provides the Customer with Assistance Services for the period indicated in the Order Confirmation and under the conditions already stated and accepted by the Customer; the Customer therefore hereby commits himself from this date to sign and return the corresponding contract copy that will reach him from ATON prior to Assistance activation.

Once the initial period is over, the contract will be tacitly renewed from year to year for a twelve-month period, unless cancellation of such contract has been communicated by means of registered letter at least three months before the end of the original or renewed contract date.

Except in case of diverse written agreement, ATON will provide Customers with telephone assistance exclusively on its Technical Telephone Exchange No. +39 0422 618576. ATON will not respond Assistance requests from any numbers different from the one above.

Art. 7 – PROPERTY RIGHT – PRIVACY

Except in case of diverse and specific written agreement, the software products, as well as their single components, are intended to be granted to the Customer under non-exclusive licence; their sale, reproduction and/or duplication are therefore forbidden. Every property right as well as all economic and commercial exploitation rights will remain exclusive ATON's property.

The Customer is expressly forbidden to duplicate by any means the project issues as well as the results of the data analysis performed by ATON, and therefore its property, to develop and fit software and hardware products to the needs indicated by the Customer, who also commits himself not to transfer information to Third Parties under any circumstances, even synthetically or partially reproducing the

project issues, study and data analysis activities performed by ATON, preliminary and prior to supplying the requested product.

Art. 8 – APPLICABLE LAWS AND COMPETENT JURISDICTION AND COURT

The present agreement is regulated by Italian law.

Any dispute either originated or subsequent to the interpretation or implementation of the present agreement will be devolved to Italian Courts and it will specifically be exclusive competence of the Court of Treviso, expressly excluding any other competent Court.

Art. 9 – INFORMATION AND PRIVACY GUARDIANSHIP

ATON has the faculty for transmitting privacy data or information to Subjects delegated by ATON to carry out services concerning the contract issue and circulating exclusively in the area of such services, only under their previous subscription to privacy commitment.

Art. 10 – BRAND USE

The Customer authorizes ATON to name the Company and its logo as ATON's reference and to realize and produce a "Case History" , including a brief description of the solutions and services chosen by the Customer. The authorization includes:

- Hard-copy or electronic publications for ATON personnel's internal use and external use for publication in ATON's web site;
- Citation in Press communication events, authorized publications (technical and information headers, newsletters and house organs), congresses and meetings;
- Advertisements (depliants, brochures, cards, publicity on Press, radio, TV) and information material (presentations in electronic format)