

Terms and conditions

- 1) Unless otherwise stated, the documents (or activities) indicated in the offer, will imply a maximum of two revisions, which is the first issue, and the second, inclusive of the corrections and/or comments to be implemented, originated downstream of the first issue. If further revisions are necessary, these will be agreed through further separate quotation.**
- 2) Implementation of documents or activities indicated in the offer will be performed only at our offices, or at least at the premises specified in the "place of service", as for other offices or sites, our costs will necessarily require to be reviewed and redefined.**
- 3) Forecast delivery time is binding for Spare, contextually to the occurrence of appropriate operational circumstances, where the Customer has to make available, in time, all the information necessary to perform the assigned activities, to ensure a development schedule compatible with the final expected lead time. In any case, Spare s.a.s. will not be considered as responsible for force majeure, arisen impossibility, and any foresee and/or unexpected circumstance.**
- 4) The amounts indicated in the offer shall be considered as not inclusive of VAT (Value Added Tax), where it may apply.**
- 5) The amounts indicated in the offer, will be billed on a monthly basis with payments to be performed after of 60 days from the invoice date. Therefore, the activities in each month will be summarized on a "Work Progress" template of Customer, or in his absence on a Spare's similar template, to be prior submitted monthly to the Customer written approval. Such approved copy of "Work Progress" template, will be attached to its related monthly bill.**
- 6) In no event the approval of the "Work Progress" shall may be postponed and subject to approval of the Final Customer (of our direct Customer) for the implemented documents/activities, since the "Work Progress" template have the sole purpose of documenting, month by month, what produced up to such point, allowing the Customer to monitor works progress in carrying out the assigned documents or activities. The goodness of the processed documents or activities will be assessed upon approval of the "Work Progress" template, and this can not be postponed to the Final Customer approval, which could take several more revisions, and in any case, normally, such approval will occurs after the completion of activities entrusted.**
- 7) Outstanding invoices will be subjected to a finance charge bigger of not less than 6% in respect to official discount rate (considered 10 days later than the outstanding date), as conventional compensation but not limited to any further Spare right actions, even including devaluation or any further financial loss. Applied revaluation reference index will be from "Camera di Commercio di Milano".**
- 8) In the event that Customer will have to propose the cancellation of all or part of the order, however with the prior written consent of Spare s.a.s., Spare reserves its right to apply a penalty equal to 20% of the price of sold services/activities, as compensation for expenses incurred (eg unnecessary finalization of the staff, which could, among other things, have required the hiring of additional external resources) and for any further damage, as also any other action of Spare s.a.s. and its right for compensation for any additional damages. Obviously, for any activities performed prior the order cancellation, these will be paid as full value indicated on the placed order, or in his absence, on our original offer.**
- 9) Documents processed by Spare against a regular written order, will be owned by Customer. In case Customer will not pay the price agreed, in the terms agreed, Spare reserves the right to claim (action for recovering the developed documents), or to institute mandatory execution (forced sale), or at last, the right resolution with the return of produced documents, and a refund with compensation for any additional damage**
- 10) In case of Customer non-performance or non-fulfilment of contract Spare s.a.s. will immediately interrupt any further supply, considering cancelled the running order, as also any other order being processed or in execution. Spare will also confiscate any amount already collected as a partial compensation, but maintaining its rights to ask for the whole amount value for Customer non-fulfilment of contract, as also for any further direct or not direct damage or financial loss caused.**
- 11) In case of bankruptcy, merging or purchasing of Customer company by a third party, the incoming company will assume the original Customer commitments, even if Customer still remain ever responsible and must withstand to all contractual terms, even after the assignment by the incoming third party.**
- 12) In no case Spare s.a.s. may be made liable for any direct or indirect, to persons or things, or economic loss for the stop of production machines or production facilities, occurred as results of any produced documents or supplied activities, as Spare will respond only for the accuracy of their content (for which in case of errors or mistakes, provided they are not attributable to wrong or lack of information by the Customer, undertakes to review such documents or activities for free) and in no circumstances, Spare will respond financially for amounts greater than those received in payment of the works. If the Customer (or its Final Customers) is not in condition to accept these specific conditions, he must give immediate written notice to Spare, as Spare may stop all further negotiations, withdrawing from the development of the documents and any further activities that may be have assigned.**
- 13) Solutions conceptually developed by Spare, advantageously applicable to the activities entrusted to us, will become part of the works belonging to the Customer but not exclusively as these may have already been adopted by Spare in the past, and may also be applicable in future (with other Customers).**
- 14) As usual, copies of produced products will be retained by Spare, in order to be able to demonstrate at all times that Spare have originated them, also confirming its contents against any dispute may be: on the other hand Spare undertakes to do not disclose to third parties such documents, their contents, and confidential information transposed during the assigned activities.**
- 15) By acceptance of original Spare quote performed by means of any Customer order, Customer intrinsically accept all contents of original quotation as also present Terms and Conditions. In fact, any different term or condition from above mentioned contractual documents must be agreed in written between Spare and the Customer.**
- 16) The content of our quotation is submitted for the Customer evaluation of our proposal. In no case it may be communicated to any third party, without the prior written consent from Spare s.a.s.**
- 17) Legal Spare's domicile is Milan, in Italy. Consequently, in any case, Italian laws are solely applicable. (Milan's Court of Justice).**