

GENERAL CONDITIONS OF SALE AND WARRANTY

1. GENERAL CONDITIONS OF SALE Dear Customer, we wish to inform you that in order to purchase goods from our company you are required to accept the following general conditions of sale and to agree to the processing of your data. These general conditions of sale exclusively regulate and govern commercial relations of sale and purchase between For.me.sa. Srl and its customers, excluding any other agreement not made in writing.

1.1 ASSUMPTION OF RESPONSIBILITY BY THE CUSTOMER - The Customer ensures, assuming all inherent responsibility and holding For.me.sa. Srl free from any prejudicial consequence, that his/her data, provided upon acceptance of these general conditions, are true and make it possible to establish the true identity of the Customer, who also undertakes to inform For.me.sa. Srl immediately and in writing of any changes thereto.

1.2 PURCHASE ORDERS - Only purchase orders sent to the Company Headquarters by fax or through the Internet (orders sent by e-mail or submitted directly via the website) will be considered and may be confirmed. All orders must include the codes and corresponding description of the products; in the event of discrepancies between product code and product description, the latter shall prevail. Upon receipt of an order, For.me.sa. Srl will issue an order confirmation, which must be stamped and signed for acceptance by the Customer within 3 working days from the date it was received, under penalty of cancellation of the order. The Customer is entitled to request the cancellation of the purchase order and For.me.sa. Srl reserves the right to accept or deny such request, communicating any acceptance exclusively in writing. Orders may not, in any case, be cancelled once the goods have been dispatched or once the Customer has returned the stamped and signed order confirmation.

1.3 TERMS OF DELIVERY - Unless agreed otherwise in advance, delivery of the goods is to be understood as ex our Headquarters. - The agreed terms of delivery are to be considered indicative and not binding and therefore any delays in deliveries due to force majeure or fortuitous events may not be attributed to For.me.sa. srl and in no case may For.me.sa. Srl be charged for direct and/or indirect damages due to delays in delivery. - If it is requested the delivery be made to the Customer's home address, it will be carried out, unless agreed otherwise in writing, by couriers qualified by For.me.sa. Srl and the goods will travel carriage paid, with all transport costs charged to the Customer. - If the delivery of the goods is agreed "Free domicile delivery", they shall always travel on behalf of and at the full risk of the customer, even if the Carrier has been chosen by For.me.sa. Srl. - Upon delivery to the Customer, the latter shall check the integrity of the packaging and that the quantity and quality of the goods matches those indicated on the accompanying document. In the event of any discrepancy, the Customer shall immediately state it on the accompanying document, under penalty of forfeiture of his/her rights. For.me.sa. Srl shall not be liable for any direct or indirect damage or loss resulting from delayed delivery or non-delivery of the product by the Carrier. Any storage at the Carrier's premises due to failure to collect the goods and for inconvenient locations shall be borne by the Customer and therefore charged to him/her.

1.4 PRICES - All prices stated next to each "Item description" row in this order confirmation are exclusive of VAT.

1.5 CONDITIONS OF PAYMENT - Invoices shall be paid directly to For.me.sa. Srl within the terms and according to the procedures agreed with the management and indicated on the INVOICE. - In the event of late payment, interest on arrears shall be applied pursuant to article 4 of Italian Legislative Decree no. 192 of 09.11.2012, published in Official Gazette no. 267 of 15.11.2012, and current and future orders will automatically be suspended. - Goods shall remain the property of For.me.sa. Srl until full payment is received.

1.6 LIMITATION OF RESPONSIBILITY - For.me.sa. Srl is not responsible for the consistency of goods with the specifications published in periodicals, on the website or in any case displayed and advertised and may not be in any way held responsible for (as non-limiting examples): malfunctions, service interruptions, deteriorations in performance even when due to force majeure and fortuitous events, when they are not a direct result of its negligence or wilful misconduct.

1.7 ASSUMPTION - In the event that the goods proposed and/or supplied by For.me.sa. Srl are destined to commercial operators acting within the scope of their activity of buying and selling/distribution of devices, no consumer protection regulations shall apply, including, in particular, Italian Legislative Decree no. 50 of 1992 (right of withdrawal) and Italian Legislative Decree no. 185 of 1999 (contracts concluded at a distance).

1.8 TECHNICAL DESCRIPTIONS - The technical information on products placed on the market by For.me.sa. Srl are based exclusively on the data published by the relevant manufacturers and may vary on the basis of the information provided by the same manufacturers, even without advanced notice.

1.9 COMPLAINTS - Any complaints concerning supplied goods shall be sent to For.me.sa. Srl in writing no less than four working days after receipt of the material as indicated on the delivery note. In the case of any disputes, the only competent court shall be that of the Judicial Authority with jurisdiction for the place where For.me.sa. Srl has its main office

2. GENERAL CONDITIONS OF WARRANTY AND RETURN UNDER WARRANTY FOR ELECTROMEDICAL DEVICES AND PILL CRUSHERS ONLY

2.1 WARRANTY PERIOD AND LIMITATIONS - The warranty period granted by For.me.sa. Srl is 1 (one) year for professional users (any person carrying out goods and/or service retail activities), and shall not under any circumstances be extended unless otherwise expressly indicated in the quote/order confirmation (the conditions specified in the order confirmation shall always prevail), even for those products that have, by express will of the Manufacturer, a warranty period of more than one year, after which, For.me.sa. Srl shall no longer assume any responsibility. The warranty shall only last 2 (two) years if provided for in agreements concluded between a professional and a consumer (person who purchases the good for his/her personal use). - The warranty exclusively applies to faults or defects in materials and workmanship, any guarantee covering damage and/or malfunction due to insufficient or absent maintenance, tampering, improper use or accidents resulting from transport being excluded. - For.me.sa. Srl does not provide warranties for those products for which the manufacturers manage the warranty directly through their service centres and/or direct channels.

2.2 RETURNED GOODS - Returned goods will only be accepted after the allocation of an RMF (Formesa Returned Goods) number by the Returns Office of For.me.sa. Srl. - In order to obtain the Returned Goods (RMF) number from For.me.sa. Srl, the Customer must first fill out all parts of the dedicated form and send it back to For.me.sa. Srl by fax or e-mail. Within 3 working days of receipt of the form, the Customer will be informed of the returned goods (RMF) number by fax or e-mail. Returns delivered to For.me.sa. Srl without a returned goods (RMF) number will not be accepted. - The goods must be packed by the Customer to prevent damage during transportation. For.me.sa. Srl will not accept any responsibility for goods found to be damaged as a result of transportation. - The procedures governing returns are broken down into three categories as described in points 2.3 and 2.4.

2.3 IMMEDIATE REPLACEMENT PROCEDURE Any product returned under warranty will only be immediately replaced at the following conditions: - The product is delivered to the headquarters of For.me.sa. Srl no more than ten days after the date of receipt of the material, as indicated in the delivery note; - The product is returned in its original packaging and complete with all manuals and any installation and cables provided with it; - the product is accompanied by an accurate and detailed description of the fault; - the conditions for Returns are complied with (point 2.2).

2.4 STANDARD PROCEDURE - the material under warranty must be returned in its original packaging, complete with any manuals, installation software and cables received upon purchase. - For.me.sa. Srl undertakes to replace products recognised as being faulty by its technical staff in accordance with the limits indicated in point 2.1, no more than 30 calendar days after the date of delivery in accordance with the terms and conditions indicated in point 1.3, with another identical product or product with the same technical characteristics.

3. DATA PROCESSING (Italian Law no. 196 of 30/06/2003) - The Customer authorises For.me.sa. Srl to save, process and use his/her data for sale and warranty activities.