

OPEN DWS

GENERAL CONDITIONS OF SALE

The offer and sale of OpenDWS materials on the website www.opendws.com ("the Site") are governed by the following General Terms and Conditions of Sale and are intended only for B2B sales, i.e. to companies with a tax reference number.

Before sending the order form, we ask you to carefully read these General Conditions of Sale.

A. Seller Information.

OpenDWS materials ("Products") are produced by DWS S.r.l. ("DWS") with registered office in Via Della Meccanica 21, 36016 Thiene (VI), a company registered with the Vicenza Register of Companies under the number of Economic and Administrative Repertoire (REA) 324604 - Tax Code and VAT number IT 03424670242. Fully paid-up share capital Euro 10,000, capital shown in the financial statements as at 31 December 2018 Euro 6,621,464.

DWS S.r.l. contacts: administrative office in via della Meccanica n. 21, 36016 Thiene (VI), tel. 0445 810810, email: info@dwssystems.com, website <http://www.dwssystems.com/>.

B. Conclusion of the sales contract

In order to purchase the Products through the Site, you must fill out the form with the complete billing information and shipping address. You will be able to create a password so that you do not have to enter them again when you make a subsequent purchase. The billing and shipping forms will be presented in the checkout screen after the shopping cart summary.

Before sending the order form, you can check it and correct any errors by using the "cart" icon, selecting the Products and clicking on the "cancel" or "update" button. By submitting the order form, you expressly accept and confirm these General Conditions of Sale.

The language available to conclude the contract with DWS is English.

The order contains a summary of these General Conditions of Sale, information on the Product and its price, means of payment, delivery methods and shipping costs.

The contract is concluded when you receive the order confirmation of DWS, electronically and via email order summary. If you do not receive the order confirmation, please check your spam folder or contact our customer service department at orders@dwssystems.com.

In case of incomplete data you will not be able to send the order form.

If the Products are no longer available, we will inform you by e-mail that the contract is not concluded, specifying the reasons. In case of advance payment, DWS will refund the amount already paid.

The order form will be filed in our database for the period of time necessary to process orders and in any case within the terms of the law for contractual and tax obligations. You can access at any time the order forms that you have sent us by consulting your account.

C. Prices and payment methods

The price of each Product (including VAT in the case of sale in Italy) is indicated in the respective product sheet and does not include the transport costs that will be indicated in detail before sending the order.

You can pay the amount due in the following ways:

(i) Payment through PAYPAL

To use this method of payment, the customer who has a PayPal account only needs to log into the Paypal platform that comes by clicking on the "proceed to payment with PAYPAL" on the order page. You will find yourself on the PayPal login page. You can then complete your order directly from your PayPal account.

The amount due will be debited from your PayPal account without any additional cost and in the currency of your account.

(ii) Payment through credit card

If you do not yet have a PayPal account, you will be given the opportunity to make the payment with your normal credit card by entering the data in the form by selecting "Pay with a card". At the end of the insertion there will be the possibility (not mandatory) to open a Paypal account

D. DELIVERY OF PRODUCTS

The Products purchased will be delivered exclusively from Monday to Friday.

Average shipping time: within **3 days** from the date of payment. DWS reserves the right to notify, before placing the order, a different delivery time during the holiday period.

DWS is not responsible for any delays in the delivery of the Products due to the forwarder or due to force majeure.

E. SHIPPING COSTS

The Products will be delivered by courier to the address you indicated in the order. Shipping costs will be calculated before sending the order.

F. VERIFICATION OF THE GOODS

Upon delivery of the Products, you are required to check that the packaging is intact, undamaged, or wet and, in any case, that the seal has not been removed. You must immediately notify the courier of any damage.

Once you have signed the courier's document, you will not be able to make any objection regarding the external characteristics of the goods delivered.

If the Product delivered does not match the one ordered, you must immediately inform DWS by email at orders@dwssystem.com.

G. WARRANTY FOR DEFECTS

The main characteristics of the Products are indicated in the respective product sheet. The images and colours of the Products on the Site may not correspond to those of the real Products due to the technical characteristics of the internet browser or monitor.

DWS warrants the Products to be free from defects in materials and workmanship for a period of 1 year from the date of delivery ("Warranty Period"). In the event that your claims during the Warranty Period are justified and accepted by DWS, DWS will either refund the price or replace the defective Product, which will be delivered to you, at DWS' expense, at the same location as indicated in the order.

Under penalty of forfeiture of the warranty, you must report any defects found in writing or by email to orders@dwssystems.com within 10 days of their discovery at the latest.

The warranty is excluded if the defects of the Products have been caused and/or derive from the following causes:

- (i) any alterations and/or modifications not authorised in writing by DWS;
- (ii) improper use or storage of the Products.

For returns of Products after the Warranty Period, the customer shall bear the shipping and return costs and shall be liable for damages during transportation. It is strongly recommended to use a delivery service with traceability of the goods.

H. EXCLUSIVE PLACE OF JURISDICTION

In the event of disputes arising from or relating to the sale and supply of Products through the Site, the Court of Vicenza, Italy, shall have exclusive jurisdiction.

I. CUSTOMER SERVICE

You can request any information from DWS through our support service:

- by e-mail to orders@dwssystems.com
- by phone +39 0445 810 810.

J. LIMITATION OF LIABILITY

DWS shall not be liable in the event of failure to access the Site or to complete and/or place an order due to: force majeure, temporary failures or malfunctions of the DWS equipment, temporary failures or malfunctions of the Internet provider.

K. DWS Intellectual Property Rights

The images, texts and product sheets contained in the Site are the property of DWS S.r.l.

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