



Terms of Sale

These Terms of Sale (“Terms”) govern the sale of Products and Services and the license of Software by LnK s.p.a. (“LnK”). “Products” means any standard hardware or consumables sold or standard Software licensed under these Terms. “Software” means one or more computer programs and related documentation. “Services” means any standard support services to support Products, Software updates and maintenance, or training. “Specifications” means technical information about Products published by LnK and in effect on the date LnK ships the order.

1. SALE AND DELIVERY

- a) All orders are subject to acceptance by LnK. Orders are governed by the applicable trade term specified on the quotation or agreed to by LnK.
- b) Prices exclude any applicable sales, value added or similar tax payable by Customer.
- c) Unless otherwise indicated on the quotation, prices include shipping and handling charges. Title to hardware and consumable Products will pass to Customer upon delivery.
- d) Customer may cancel orders prior to shipment at no charge. Product returns are subject to LnK approval and applicable charges.
- e) For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes LnK’s installation and test procedures. If Customer schedules or delays installation by LnK more than thirty (30) days after delivery, acceptance of the Product will occur on the thirty-first (31st) day after delivery.
- f) Payment terms are stated in the quotation or acknowledgment documentation, and are subject to change if Customer’s financial condition or payment record merits such change. LnK may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other LnK agreement if, after ten (10) days written notice, the failure has not been cured.

2. LICENSES

- a) LnK grants Customer a worldwide, non-exclusive, license to use Software for internal purposes in accordance with documentation provided with the Software. LnK license terms or third party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, LnK grants Customer a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.
- b) Except as authorized by LnK in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.

3. WARRANTY

- a) Product warranty terms are provided with the Product, on quotations or upon request. Each Product receives a global warranty which includes the standard warranty for the country of purchase.
- b) LnK warrants the LnK hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. LnK warrants that LnK owned standard Software substantially conforms to Specifications.
- c) If LnK receives notice of a defect or nonconformance during the warranty period, LnK will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to LnK. LnK will pay expenses for shipment of the repaired or replacement Product.
- d) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, LnK SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. INTELLECTUAL PROPERTY CLAIMS

- a) LnK will defend or settle any claim against Customer that a Product infringes an intellectual property right, provided Customer promptly notifies LnK in writing and provides control of the defense or settlement, and assistance, to LnK.
- b) In defending or settling an infringement claim under Section 4(a), LnK will pay infringement claim defense costs, settlement amounts and court awarded damages. If such a claim appears likely, LnK may, at its option, modify or replace the Product or procure any necessary license. If LnK determines that none of these alternatives is reasonably available, LnK will refund Customer's purchase price upon return of the Product.
- c) LnK has no obligation for any claim of infringement arising from: LnK's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by LnK.

5. LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will LnK, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b) The remedies in these Terms are Customer's sole and exclusive remedies.

6. INDEMNIFICATION

LnK will indemnify and hold Customer harmless from and against any third party claims for (i) bodily injury or death, or (ii) direct damage to tangible property, to the extent caused by LnK's negligence or willful misconduct in performing its obligations under these Terms, provided that LnK is given prompt written notice and the opportunity to control the defense of the claim or settlement, and subject to the limitation of liabilities set forth in Section 5.

7. GENERAL

- a) LnK will store and use Customer's personal data in accordance with LnK's Privacy Statement, available at www.lnk-tools.com. LnK will not sell, rent or lease Customer's personal data to others.
- b) The parties agree to comply with applicable laws and regulations. LnK may suspend performance if Customer is in violation of applicable laws or regulations.
- c) These Terms will be governed by the laws of the Kingdom of Belgium. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Kingdom of Belgium to resolve any disputes arising out of or in connection with these Terms.
- d) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- e) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- f) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. LnK shall not be liable for any damages resulting from such use.
- g) These Terms and any supplemental terms applicable to the order constitute the entire agreement between LnK and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.
- h) LnK may assign or transfer any of its rights or obligations under these Terms upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of LnK, or its permitted successive assignees or transferees.