

GENERAL TERMS FOR THE SALE OF GOODS

PREAMBLE

These General Terms for the Sale of Goods shall exclusively apply to all future contracts for the sale of goods between Datalogic Mobile S.r.l. (hereinafter referred to as "Datalogic") and the buyer, unless expressly modified in writing by Datalogic and the buyer (hereinafter collectively referred to as the "parties"). Datalogic shall enter into contracts exclusively on the basis of these General Terms for the Sale of Goods, notwithstanding any other general or particular conditions of the buyer. The offer, order, order acknowledgement, order acceptance issued for the conclusion of the contracts covered herein, shall be regulated by these General Terms for the Sale of Goods. Any conditional or different terms proposed by the buyer shall not be binding upon Datalogic, unless accepted in writing by Datalogic. Any reference to trade terms contained in these General Terms for the Sale of Goods, or contained in any order, order form, order acknowledgement, acceptance, order acceptance, or contained in any other contractual document regulating the relationships between the parties, shall be interpreted in accordance with Incoterms published by the International Chamber of Commerce (ICC), last published edition at the time of the conclusion of the relevant contract. Any typographical, clerical or other errors or omissions in any sales literature, catalogues, quotations, price lists, offers, invoices, manuals or any other document issued by Datalogic will be corrected without any liability to Datalogic. The place of performance of all the contracts for the sale of goods between Datalogic and the buyer is Datalogic's registered office in Lippo di Calderara di Reno, Bologna, Italy.

1. ORDERS AND SPECIFICATIONS

No order placed by the buyer shall be deemed to be accepted by Datalogic unless confirmed in writing by Datalogic within thirty (30) days from the receipt of the order. To this effect, unless otherwise agreed, electronic or fax messages from Datalogic to the buyer, reporting the order number and the scheduled delivery dates, constitute confirmation and acceptance of the order, with the reserves and modifications appearing therein. Nevertheless, whenever Datalogic receives an order from the buyer and intends to comply with the conditions set forth in the same, the order is deemed to be accepted and the relevant contract concluded as soon as Datalogic performs or takes steps to perform the order. In the latter case, Datalogic shall anyway inform the buyer of the acceptance of the order within thirty (30) days from the receipt of the order.

If Datalogic accepts and/or confirms an order with reserves, modifications or additions to it, the relevant contract shall be concluded at the terms and conditions of the order with the reserves, modifications or additions placed by Datalogic, unless the buyer gives a notice in writing to Datalogic within five (5) days from the receipt of the acceptance or confirmation whereby it expressly indicates which reserves, modifications or additions it is unwilling to accept.

Should the latter situation occur, Datalogic, within eight (8) days from the receipt of the buyer's notice, may give a notice in writing to the buyer whereby Datalogic accepts the order in its original version, or with the reserves, modifications or additions previously made by Datalogic together with the modifications and deletions required by the buyer.

All Datalogic's offers are made without any commitment on its part and shall be intended only as invitations to offer. Each order placed by the buyer is a final and irrevocable offer for a thirty (30) days period from the receipt of the same by Datalogic. All changes or cancellations are prohibited, unless expressly authorised by Datalogic in writing. Any request from the buyer to Datalogic for additional goods shall be deemed to constitute a new and independent order. The quantity, quality, specifications and description of the goods shall be those set forth in Datalogic's quotation (if accepted by the buyer) or in the buyer's order (if accepted by Datalogic). The goods specifications, sales literature, quotations etc. shall be strictly confidential and must not be made available to third parties.

The buyer is responsible to Datalogic for ensuring the accuracy of all data reported in the order. The buyer shall promptly give Datalogic any necessary information to enable Datalogic to perform the order in accordance with the terms provided for therein.

Datalogic reserves the right to make any changes in the specifications of the goods which are required to conform with any applicable statutory requirements or with any new and/or different Datalogic's technical specifications, provided that such changes do not materially affect their quality and performance.

2. PRICES OF THE GOODS

The prices of the goods shall be Datalogic's quoted prices or, where no prices have been quoted, the prices listed in the current Datalogic price list and/or reported in the relevant Datalogic offer at the date of acceptance of the order. Where the goods are supplied for export from Italy, Datalogic's published export price list shall apply.

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Datalogic reserves the right, at any time, to change its price lists. Datalogic reserves the right, by giving notice to the buyer at any time before delivery, to increase the prices of the goods to reflect increases in the costs to Datalogic which are due to any factor beyond Datalogic's control (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture) or any change in delivery dates required by the buyer.

Except as otherwise agreed in writing between the buyer and Datalogic, all prices are given by Datalogic on an Ex-Works basis. Where Datalogic agrees to deliver the goods other than at Datalogic's premises (Lippo di Calderara di Reno - Bologna- Italy) or Trnava (Slovakia), the buyer shall be liable to pay Datalogic's charges for transport, packaging and insurance. The prices do not include any applicable tax, value added tax, fees and similar which the buyer shall be additionally liable to pay to Datalogic.

3. TERMS OF PAYMENT

The buyer shall pay the price of the goods within thirty (30) days from the date of Datalogic's invoice. Except as otherwise agreed in writing between the parties, payments shall be effected by interbank payment transaction. No cheque or bill of exchange shall be considered as fulfilment of the payment obligation.

Datalogic may at any time, even in the case of regular payments on due dates, request the buyer to provide payment guarantees within eight (8) days from Datalogic's request. In this case the buyer may, at its own discretion, either deliver an irrevocable letter of credit issued by its bank (or any bank accepted by Datalogic) in accordance with the ICC Uniform Customs and Practice for Documentary Credits, latest edition, or provide Datalogic with a first demand bank guarantee, issued in accordance with the ICC Uniform Rules for Demand Guarantees, by a primary bank and payable on simple declaration by Datalogic that it has not received payment within the agreed term. The buyer's refusal or failure to put up such guarantees will be considered as the non-performance of its payment obligation.

If the buyer fails to make any payment or to exactly perform its payment obligation on due dates, then, without prejudice to any other right or remedy available to Datalogic, all claims pending between the parties, even though arising from separate contracts, shall become payable immediately. Notwithstanding the foregoing, Datalogic shall at its discretion be entitled either to:

- terminate the contract and demand an amount in damages equal to twenty percent (20%) of the amount invoiced, excluding taxes, as well as the reimbursement of all costs, judiciary and extra-judiciary fees, without prejudice for the possibility to demand the entire amount of the damage suffered, and to cancel or suspend the performance of all or part of pending orders, even if already confirmed and/or accepted by Datalogic itself; or

-charge the buyer for interest on the amount unpaid, without the need for any notice to this effect, at the rate of four percent (4%) per annum above the European Central Bank discount rate, until full payment is made, without prejudice for the possibility to demand the entire amount of the damage suffered as a consequence of the delay.

4. SHIPMENT AND DELIVERY

Unless otherwise agreed in writing between the parties, the goods are delivered Ex-Works Lippo di Calderara di Reno (BO) or Trnava (Slovakia). Provided that the delivery of the goods is Ex-Works Lippo di Calderara di Reno (BO) or Trnava (Slovakia) and that all the risks of loss or damage of the goods pass to the buyer upon delivery, if the buyer asks Datalogic to deal with the shipment of the goods and Datalogic accepts, Datalogic may determine the itinerary and the least costly means of transportation and anticipate transportation costs which shall be invoiced to the buyer together with the price of the goods. Delivery dates are not binding and delays do not entitle the buyer to damages. Sixty (60) days following the expiration of the delivery dates, the buyer may formally request Datalogic to deliver the goods within ninety (90) days. Beyond the latter date, it may refuse delivery without entitlement to damages. Either party shall have the right to suspend performance of its contractual obligations when such performance becomes impossible or unduly burdensome, due to unforeseeable events beyond its control. The party whose obligation has become impossible or unduly burdensome shall promptly communicate in writing to the other party the occurrence and the end of such force majeure events. Should the suspension due to such events last more than fifty (50) days, either party shall have the right to terminate the contract by a ten (10) days written notice to the other party, without entitlement of the latter for damages. The buyer shall inspect all goods as soon as it takes delivery of the goods. The buyer shall also perform any other activity to reserve all possible rights and claims against the transportation company or third parties, in case of damaged, missing goods, etc. The buyer shall inform Datalogic in writing - within twenty-four (24) hours from the date reported on the consignment note executed by the buyer - of any flaw, defect or other anomaly in the goods. In case of a valid claim

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received by Datalogic within the term here above, notwithstanding the provision under article 8 of these General Terms for the Sale of Goods, all the costs and expenses for shipment of the defective goods shall be borne by Datalogic. If the buyer fails to take delivery on due date, it shall nevertheless make any payment conditional on delivery as if the goods had been delivered. In this case, Datalogic shall arrange for the storage of the goods at the buyer's risks and costs. If required by the buyer, Datalogic shall insure the goods at the buyer's costs.

5. TRANSFER OF RISKS

All risks of damage or loss of the goods shall pass to the buyer at the time when Datalogic notifies the buyer that the goods are available for collection in Lippo di Calderara di Reno (BO) or in Trnava (Slovakia). Although the parties agree in writing that the goods are to be shipped in places other than at Datalogic premises, nevertheless all risks of damage or loss of the goods shall pass to the buyer at the time of delivery at Datalogic's premises according to article 4 of the present General Terms for the Sale of Goods.

6. RETENTION OF TITLE

Notwithstanding delivery and the passing of risks in the goods, or any other provision of these General Terms for the Sale of Goods, the property in the goods shall not pass to the buyer until Datalogic has received full payment of the price of the goods. The buyer shall take all steps required by its national law in order to make this retention of title clause enforceable against third parties. Datalogic shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods which are still property of Datalogic. Until the time in which the property in the goods passes to the buyer, the buyer shall hold the goods as Datalogic fiduciary agent and shall keep the goods properly stored, protected and insured. Until that time the buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Datalogic for the proceeds of the sale (or otherwise) of the goods (including insurance proceeds) and shall keep all such proceeds separate from any money or properties of the buyer and third parties.

7. WARRANTIES AND EXCLUSIONS CLAUSES

Datalogic warrants that the goods delivered under these General Terms for the Sale of Goods shall be free from defects in material and workmanship, in accordance to the Datalogic specifications and suitable for the purposes declared by Datalogic, for a twelve (12) months period from the delivery of the goods as provided for in article 5.

The above warranty is subject to the following conditions:

- Datalogic shall not be liable for the unsuitability of the goods for the particular uses the buyer intends to perform, unless otherwise agreed upon in writing between the parties;
- Datalogic shall not be liable under the above warranty if the total price for the goods has not been paid by the buyer at due dates;
- Datalogic shall not be liable for defects in the goods arising from any design or specification supplied by the buyer, unless otherwise agreed upon in writing between the parties.

This warranty does not extend to: (1) parts, materials or equipment manufactured by or on behalf of the buyer, (2) system consumables (e.g. batteries, diskettes, print supplies and other consumables), (3) defects or damages to the goods which are due to improper installation or maintenance, misuse, abuse, unauthorised repair or installation, modifications or alterations of the goods, (4) defects or damages caused by other products which Datalogic is not liable for, (5) defects or damages caused by any third parties' tort committed against the buyer. Datalogic does not warrant the uninterrupted operating of the goods, nor their operating without errors, nor the correction of all errors and discrepancies which may be discovered. The stated express warranty is in lieu of all other warranties and conditions, express or implied, including those warranties or conditions of merchantability or fitness for a particular use.

8. WARRANTY CLAIMS

Warranty claims for defects of the delivered goods, either apparent or hidden defects, must be in writing and filed by the buyer to Datalogic by registered letter with return receipt. The buyer shall in no event return the goods without being authorised to do so by Datalogic or by a decision of the competent Court. The goods must always be returned within ten (10) days as soon as the authorisation is issued by Datalogic or the Court. In

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the event of a claim, and notwithstanding the content and reason thereof, the buyer is obliged to pay the amount of the relevant invoice in full. No claims shall be accepted, nor effective, once the goods delivered have been altered, modified or in any way used by the buyer. Discrepancies which are commercially commonplace and discrepancies which cannot be avoided technically, in particular involving quality, colour, processing, design, and similar, cannot be object of complaints. Datalogic reserves the right to make any change in the specifications of the goods which do not materially affect their quality and performance. Any of such changes cannot be object of complaints. Datalogic guarantees only the substantial qualities of the samples placed at the buyer's disposal. Where any valid claim, based on a defect in the quality or condition of the goods or their failure to meet specification, is notified to Datalogic in accordance with the terms herein provided, Datalogic shall be entitled, at Datalogic sole discretion, to replace the goods free of charge or repair the goods or issue a credit note. All damages are excluded. During the term of validity of the warranty, transportation costs related to the shipment of the defective goods to Datalogic shall be borne by the buyer; transportation costs related to the shipment of the repaired or replaced goods shall be borne by Datalogic.

9. LIMITATION OF LIABILITY

Except for the warranty herein provided under article 7, in no event Datalogic shall be liable for any material, direct or indirect, consequential or special damage suffered by the buyer, including, without limitation, lost profits or lost savings, loss or damage to records or data of the buyer, third-party claims for damages and/or damages arising from any application carried out by the buyer - either for its own or third party benefits - using Datalogic goods, unless the damages are intentional or caused by Datalogic's gross negligence.

10. CONFIDENTIALITY

The buyer shall refrain from reproducing all or portions of the samples and goods it has purchased or seen, and from transmitting data to third parties permitting the total or partial reproduction of these samples or goods. The buyer shall not disclose any confidential information obtained from Datalogic or regarding Datalogic or Datalogic's goods or Datalogic's business. Should the buyer disclose any such information, Datalogic shall be entitled to terminate immediately the relevant contract and to obtain a sum equal to the value of the buyer's total purchases of the preceding year. All drawings, designs, patterns, documents, elements, models, software samples, technical information, advertising materials and similar given to the buyer remain Datalogic's property and must be returned on request. The buyer undertakes not to copy, reproduce, disclose to third parties by any means the foregoing materials and shall make its best efforts to keep them strictly confidential. Failure to comply with the foregoing provision shall entitle Datalogic to immediately terminate the relevant contract and to immediately suspend any order in course, even though related to separate contracts, and to claim damages.

11. PATENT INFRINGEMENT

Datalogic shall, at its own costs, defend and hold the buyer harmless from infringement claims made against the buyer by third parties, and shall pay the costs, fees and direct damages related to such claims the buyer may incur, provided that the buyer gives prompt notice of the infringement claims to Datalogic in writing. In case of any such legal action brought by any third party, or in case such an action is likely (in Datalogic's opinion) to be brought, Datalogic can, at its option: (1) procure the buyer the right to continue using the goods, (2) modify the goods so that they become non-infringing; (3) replace the goods with non-infringing and functionally comparable goods, (4) grant the buyer a credit equal to the present value of the goods and withdraw the goods. The buyer shall indemnify and hold Datalogic harmless from any claim, loss, damage, suit, liability, fees or expenses (including reasonable attorney's fees) which may be suffered by Datalogic on account of: (1) the use of components or goods not supplied by Datalogic, (2) the modified goods which become infringing as a consequence of the modification, (3) the use of the goods in infringing combinations or systems or apparatuses, (4) the use of the goods in infringing processes, (5) the use of the goods in association with third parties trademarks or distinctive signs.

12. CHOICE OF LAW; JURISDICTION

These General Terms for the Sale of Goods shall be governed by and construed in accordance with Italian law. Unless the parties expressly agree in writing upon an arbitration clause, the parties agree to submit all disputes arising out of or in connection with the contracts covered herein to the exclusive jurisdiction of the competent Court of the place where Datalogic has its registered office.

13. INFORMATION AND CONSENT TO THE PROCESSING OF PERSONAL DATA

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According to Article 13 of the Italian statute n. 196/2003 on the processing of personal data (hereinafter the "Code"), the buyer hereby declares to have been orally and exhaustively informed about: (1) the purposes and the terms and conditions of the processing, (2) the mandatory or non mandatory nature of the consent as well as the consequences in case of refusal to answer, (3) the categories of recipients to whom the personal data may be disclosed and the range of possible disclosure of the data, specifying that they shall not be disclosed further, (4) the processing's ownership and the data of the subjects responsible for the processing, (5) the rights provided for by article 7 of the Code including the rights of data access, updating, objects to data processing and cancellation. The buyer hereby gives his consent to the processing and diffusion of his personal data for the following purposes: (1) processing necessary for compliance with legal obligations and duties, (2) processing necessary and/or useful for compliance with the obligations of the Contracts covered by the Terms & Conditions, (3) processing necessary for marketing, statistical analysis, business brochure, internal control, commercial information, solvency's control, recovery of debt and mailing. The buyer hereby gives his consent to the disclosure of his personal data to those recipients to whom the disclosure is necessary and/or useful for the compliance with the obligations of the Contracts covered by the Terms & Conditions. The consent mentioned above also includes the disclosure of the personal data to those advisors and/or corporations acting on behalf of the Parties in the processing of accounting and administrative data. The buyer hereby gives his consent to transfer abroad his personal data to those recipients to whom the disclosure is necessary and/or useful for the compliance with the obligations of the Contracts covered by these Terms & Conditions and for accounting and/or fiscal purposes.

14. MISCELLANEOUS CLAUSES

These General Terms for the Sale of Goods supersede and invalidate all other commitments and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which shall become null and void. All the contracts regulated by the present General Terms for the Sale of Goods shall not be transferred or assigned by the buyer without Datalogic's written consent. Each party shall be responsible for all its legal, accountancy or other costs and expenses incurred in the performance of its obligations arising from these General Terms for the Sale of Goods. The invalidity of any one of the provisions contained in the present General Terms for the Sale of Goods, or the invalidity of any provision contained in any other contractual document intended to regulate the relationships between the parties, shall not undermine the validity of any of the other conditions contained herein.

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