

1459



AZIENDA PER LA MOBILITÀ NELL'AREA DI TARANTO S.p.A.

ESERCIZIO 20 20

ORDINATIVO DI PAGAMENTO

N. 1314

FlowBird

Scad. ARR. MAG/2020

**AZIENDA PER LA MOBILITA' NELL'AREA DI TARANTO S.p.A.**

Sede legale ed amministrativa: 74100 TARANTO - Via C. Battisti, 657

Telefono 09973561 (5 linee urbane) - Fax 0997794247

Codice fiscale, Partita IVA e n° di iscrizione al Registro delle Imprese di Taranto 00146330733

Capita Sociale sottoscritto: € 5.497.272,00 - Capitale Sociale versato: € 8.381.881,75

ORDINATIVO DI PAGAMENTO

GESTIONE	ESERCIZIO	N. ORDINATIVO	DATA	COD.CASSA	COD.CASSA	IMPORTO ORDINATIVO
	2020	1.314	15/06/2020			338,00

**IL CASSIERE
PAGHERA' LA SOMMA DEL PRESENTE ORDINATIVO
DI PAGAMENTO A FAVORE DI:**

FLOWBIRD ITALIA S.r.l.

VIA RIPAMONTI, 89

20141 MILANO (MI)

Partita IVA: 04065160964 C.F. 04065160964

CC 13.07.0001;

DICONSI EURO: trecentotrentotto e xx / 100

PAGAMENTO: Bonifico

UNICREDIT

IBAN: IT37C0200801681000102723086

CAUSALE DEL PAGAMENTO

Doc. n. F2000558 del 10/03/2020

PAGAMENTO FATTURE N.

F2000558 CIG Z6A2BBA82B

IMPORTO LORDO	338,00
TOTALE RITENUTE	0,00
IMPORTO	338,00

		CASSA	CASSA
RISULTANZE DELLA GESTIONE DI CASSA	IMPORTO LORDO	338,00	
	PREVISIONE		
	PROG. ORDINATIVI EMESSI		
ESTREMI DELIBERA	DISPONIBILITA'		

VISTO CONTABILITA'

IL DIRIGENTE AMM.VO

IL DIRETTORE

IL PRESIDENTE

FATTURA ELETTRONICA

Id SDI: 2674209440 Data SDI: 10/03/2020 20:21

Formato Trasmissione: FPR12

Mittente	Destinatario
FLOWBIRD ITALIA SRL VIA RIPAMONTI 89 20141 - MILANO - MI - IT P.IVA: IT04065160964 Cod. Fiscale: 04065160964 Regime fiscale: RF01 (Regime ordinario)	AMAT TARANTO SPA VIA C. BATTISTI 657 74121 - TARANTO (TA) - TA - IT P.IVA: IT00146330733 Codice Ufficio: 5WKJP7T

Dati Fattura			
Natura Documento	Numero	Data	Importo Totale
Fattura	F2000558	2020-03-10	EUR 412,36
Causale			
FATTURA SOGGETTA AD IVA "SCISSIONE DEI PAGAMENTI" ART.17-TER DPR 633/72			

Dettaglio linee Fattura				
Descrizione	Q.tà	Pr. Unitario	Pr. Totale	IVA
Ord.OACE000040 CIG Z6A2BBA82B				
chiave K2R sport.bassSDA	3	47,00	141,00	22 %
chiave K2R sport.bassSDA	2	47,00	94,00	22 %
Chiave porta bassa SDA	2	47,00	94,00	22 %
Addebito Trasporto ON	1	9,00	9,00	22 %

Dati Riepilogo			
Natura/Esigibilità IVA	Al. IVA	Imponibile	Imposta
S (scissione dei pagamenti) Emessa ai sensi dell'articolo 17 ter DPR 633/1972 e s.m.i.	22 %	338,00	74,36

Dati pagamento					
Condizioni Pagamento	Modalità	Data Scadenza	Importo	Istituto	IBAN
Pagamento completo					
	Bonifico	2020-05-09	EUR 338,00	UNICREDIT BANCA	IT37C0200801681000102723086

Dati Trasmittente: IT12281740154 - Progressivo Invio: DGU09

Versione Style 2.7

DDI. IN CONGRUO

FISC N. IVA 648
 DATA DI REGISTRAZIONE 31 MAR. 2020

FATTURA ELETTRONICA

Id SDI: 2674209440 Data SDI: 10/03/2020 20:21

Formato Trasmissione: FPR12

Mittente	Destinatario
FLOWBIRD ITALIA SRL VIA RIPAMONTI 89 20141 - MILANO - MI - IT P.IVA: IT04065160964 Cod. Fiscale: 04065160964 Regime fiscale: RF01 (Regime ordinario)	AMAT TARANTO SPA VIA C. BATTISTI 657 74121 - TARANTO (TA) - TA - IT P.IVA: IT00146330733 Codice Ufficio: 5WKJP7T

Dati Fattura			
Natura Documento	Numero	Data	Importo Totale
Fattura	F2000558	2020-03-10	EUR 412,36
Causale			
FATTURA SOGGETTA AD IVA "SCISSIONE DEI PAGAMENTI" ART.17-TER DPR 633/72			

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Chiave porta bassa SDA	2	47,00	94,00	22 %
Addebito Trasporto ON	1	9,00	9,00	22 %

Dati Riepilogo			
Natura/Esigibilità IVA	Al. IVA	Imponibile	Imposta
S (scissione dei pagamenti) Emessa ai sensi dell'articolo 17 ter DPR 633/1972 e s.m.l.	22 %	338,00	74,36

Dati pagamento					
Condizioni Pagamento	Modalità	Data Scadenza	Importo	Istituto	IBAN
Pagamento completo	Bonifico	2020-05-09	EUR 338,00	UNICREDIT BANCA	IT370200801681000102723086

Dati Trasmittente: IT12281740154 - Progressivo Invio: DGUU9

Versione Style 2.7

DDI. IN CONGRUO

P.IVA 648
 DATA DI REGISTRAZIONE 31 MAR. 2020

UFFICIO CONTRATTI E ACQUISTI verifica condizione, ordine e contratto	
Contr. Rep. n°	del
Conv. n°	del
Determ. A.D. n°	del
Delib. C.A. n°	del
Data scadenza pagamento	

DATA - 9 APR. 2020	L'ADDETTO AL RISCONTRO <i>[Signature]</i>
IL RESP. UNITA' CONTRATTI per supervisione	
DATA <i>27/4/20</i>	FIRMA <i>[Signature]</i>

UFFICIO RAGIONERIA verifica dati contabili	
data scadenza pagamento indicata in fattura	
data scadenza di pagamento presunta	
DATA 31/12/2020	FIRMA DEL RESPONSABILE <i>[Signature]</i>
IL RESP. UNITA' CONTABILITA' E BILANCIO per supervisione	
DATA <i>16-06-2020</i>	FIRMA <i>[Signature]</i>

IL CAPO AREA INFORMATICA E STATISTICA verifica dati tecnici	
Data scadenza pagamento	
DATA	FIRMA

UNITA' AA.GG. E PP.RR. verifica conferimento incarico	
Conferimento del Prot.	
IL CAPO UNITA' AA.GG. E PP.RR.	
DATA	FIRMA

UFFICIO PERSONALE verifica visite di accertamento sanitario del personale	
Data scadenza pagamento	
DATA	FIRMA DEL RESPONSABILE
IL RESP. UNITA' PERSONALE per supervisione	
DATA	FIRMA

UFFICIO MAGAZZINO verifica quantità, documenti e condizioni contrattuali	
Contr. Rep. n.	del
Delib. C.A. n.	del
Delib. C.A. n.	del
Delib. C.A. n.	del
Data scadenza pagamento	
DATA	FIRMA DEL RESPONSABILE
IL RESP. UNITA' TECNICA per supervisione	
DATA	FIRMA DEL RESPONSABILE

UFFICIO TECNICO verifica perfetta esecuzione lavori	
Data scadenza pagamento	
DATA	FIRMA DEL RESPONSABILE
IL RESPONSABILE UNITA' TECNICA per supervisione	
DATA	FIRMA DEL RESPONSABILE

NOTE:

BON DE LIVRAISON DELIVERY ORDER

FLOWBIRD

FLOWBIRD

6, Rue Isaac Newton
25015 BESANCON CEDEX 9
Tel : 33 (0)3 81 54 56 00
Fax: 33 (0)3 81 41 49 98
N° TVA intracommunautaire : FR40444719272

Page: 1

FR08 US

Date: 04/03/20

CODE CLIENT/CUSTOMER CODE CGITK100	VOTRE COMMANDE N°/ YOUR P.O. NUMBER PO020049 30/01	A LIVRER A (Ship to) AMAT SPA SIG.ROCHIRA 348 4913721 VIA C.BATTISTI 657
FLOWBIRD ITALIA SRL VIA RIPAMONTI 89 20141 MILANO MI, MI ITALY	NOTRE REFERENCE / OUR REFERENCE P2000299	74121 TARANTO TA IT ITALY SIG. ROCHIRA 39 3484913721
CUSTOMER SERVICE BLANC VERONIQUE	TEL./PHONE 33.3.81.54.50.60	
EMAIL vero.blanc@flowbird.group		
CONDITIONS DE LIVRAISON INCOTERM	CIP2 Cost Insurance Paid to UE	EXPEDITION PAR SHIPMENT BY
		Exped. No : KBE 2001337 3 Trsp routier (colis) tee02 FEDEX

NO	ARTICLE	DESIGNATION	Unité	QUANTITE
	ITEM CODE	DESCRIPTION	Unité	QUANTITY

AMAT TA ORD 40

1	PB2R417388	CLE EXC K2R SDA PB	01	3,0
2	PB2R417416	CLE EXC K2R SDA PB	01	2,0
3	PB2R421668	CLE RF K2R SDA PB	01	2,0

**** Informations de colisage**

Notre reference/N° de palette our reference/ref pallet	long(cm) length(cm)	larg(cm) width(cm)	haut(cm) height(cm)	volume(m3) volume(m3)	poids tot.(kg) total weight(kg)	gerbable(oui/non) stackable(yes/no)
p2000299/1	33	22	5	0,00363	0,10	Non
Nbr Colis \nb of parcels :	1			0,00363	0,10	

AMAT S.p.A. - MAGAZZINO RICAMBI		
Conformita' della fattura, riconferma e presa in carico del materiale (Ord. n°26 del 21/04/2006)		
Conferma del materiale	Data	Firma
	20 MAR. 2020	

12-3-20



Nous vous demandons d'apposer sur l'exemplaire à remettre à notre livreur le cachet de votre société et la signature de la personne habilitée à recevoir les livraisons.
Toute réclamation qualitative ou quantitative concernant la marchandise portée sur ce bon doit nous être notifiée dans un délai de 8 jours.
A défaut, les réclamations ne seront plus recevables.

Please put your legal company stamp on the document to be given to the transporter as well as the signature of the person authorised to receive such deliveries.
Any claim on the quality or quantity of the delivery must be notified to the Seller within 8 days from date of delivery.

Any offer or supply provided by FLOWBIRD that has been explicitly or tacitly accepted by the Customer and/or any order placed by the Customer shall be automatically and fully subject to these general terms and conditions, which prevail over any other document issued by the Customer, including any general terms and conditions of purchase. Any document other than these general terms and conditions of sale, including catalogues, advertising material and leaflets, are for informative purposes only and are non-binding. The weight, dimensions, capacity, performance and other international commercial and technical characteristics are only indicative. All information and documentation provided to the Customer remain the exclusive property of FLOWBIRD and may not, without the express and prior written consent of FLOWBIRD be disclosed, copied or reproduced by the Customer or used for any purpose other than the performance of the order.

2 - ORDERS

2.1 Unless otherwise specified in FLOWBIRD's offer, all offers are valid for 60 days from the date of issuance.
2.2 All orders must be for a minimum of €80, excluding VAT. FLOWBIRD reserves the right to make partial deliveries and issue any corresponding partial invoices.
2.3 All orders must be confirmed by a written acceptance given by FLOWBIRD. No changes or partial or total cancellations shall be permitted once the order has been accepted and/or initial performance of the order has begun, unless express approval has been given by FLOWBIRD. Such express approval could be contingent upon acceptance of any adjustments (time frames, financial and payment conditions, etc.) requested by FLOWBIRD and/or payment of all direct or indirect costs, expenses, financial losses or damages incurred by or charged to FLOWBIRD. Notwithstanding the provisions of clause 1 above, the special terms and conditions set out in FLOWBIRD's offer and/or in its order acceptance shall prevail over these general terms and conditions, as well as any special conditions in the Customer consultation or order.

3 - DELIVERY - TIME FRAMES

3.1 Time Frames
All time frames for delivery and/or completion of services stated by FLOWBIRD are given for informative purposes and calculated based on the later of the following dates:
a) receipt by FLOWBIRD of all information necessary for performing the order;
b) establishment of payment arrangements, either by
(i) receipt of the deposit upon order placement,
(ii) notification received by FLOWBIRD on the opening of a letter of credit and acceptance of its terms by FLOWBIRD, or
(iii) notification received by FLOWBIRD on the opening of a buyer's credit or bill of exchange.
c) obtaining of necessary permits and/or no claims relating to nonconformity will be processed. The Customer must provide proof of the existence of any non-conformities, visible defects and/or shortages that it reports. The Customer shall give FLOWBIRD the right to examine such non-conformities and/or visible defects and/or shortages. No product(s) that has/have been ordered and delivered can be returned without prior written approval from FLOWBIRD. Return costs shall only be borne by FLOWBIRD where the visible defect(s) or shortage(s) has/have been duly noted by FLOWBIRD. Any claim filed by the Customer in the conditions and following the terms described above shall not suspend payment of the products concerned. In any case, FLOWBIRD will not be responsible for providing a warranty in the event the Customer attempts itself or involves a third party to repair the alleged non-conformities.

3.2 Products that have been ordered and delivered cannot be returned or exchanged. In the event of an error in the order established by the Customer at delivery, a credit note will be issued to the Customer for the value of the goods that were invoiced but not ordered by the Customer, provided that (i) the goods are returned in their original packaging and (ii) there has been no tampering with the goods.

3.3 Transfer of ownership and risk occurs when the products are shipped to the Customer, regardless of the destination and terms and conditions of sale, after complete payment of the price. Transfer of risks within the shipment of the Products occurs according to the relevant incoterm.

3.4 Shipping

In the event the goods are lost or damaged during shipping, the Customer must clearly record the reservations with justifications on the delivery slip of the goods. These reservations will be confirmed with the carrier in writing within 48 hours of delivery. All products for which no reservations have been reported within the above-mentioned time frame shall be deemed to be accepted by the Customer.

3.5 Acceptance - Conformity
The products that are sold have been tested by FLOWBIRD in its factories (in accordance with its standard testing procedures). If acceptance is planned, the acceptance procedures shall be carried out on FLOWBIRD's premises, at the Customer's expense, unless otherwise stated in FLOWBIRD's offer, within 10 business days from the date on which FLOWBIRD sends notice to attend the acceptance. Acceptance shall be recorded in a formal report signed by both parties. In the event the Customer, after being duly notified, does not attend the acceptance, the goods shall be deemed as accepted. The Customer is responsible for checking the conformity of the products and/or services at the time of delivery. Without prejudice to the Customer's right to bring claims against the carriers, any non-conformities and/or visible defects and/or shortages that have been found must be reported to FLOWBIRD by registered letter with acknowledgement of receipt within a calendar days of the delivery. Beyond this time frame, the products/services shall be deemed as accepted and no claims relating to nonconformity will be processed. The Customer must provide proof of the existence of any non-conformities, visible defects and/or shortages that it reports. The Customer shall give FLOWBIRD the right to examine such non-conformities and/or visible defects and/or shortages. No product(s) that has/have been ordered and delivered can be returned without prior written approval from FLOWBIRD. Return costs shall only be borne by FLOWBIRD where the visible defect(s) or shortage(s) has/have been duly noted by FLOWBIRD. Any claim filed by the Customer in the conditions and following the terms described above shall not suspend payment of the products concerned. In any case, FLOWBIRD will not be responsible for providing a warranty in the event the Customer attempts itself or involves a third party to repair the alleged non-conformities.

3.6 Delivery Suspension
In the event of non-payment of the full amount due on an outstanding invoice, and after formal notice has been sent and remains without effect for 48 hours, FLOWBIRD reserves the right to suspend any current or future delivery.

3.7 Order Refusal
In the event a Customer places an order, but has not yet paid for its previous order(s), FLOWBIRD may refuse to honor the order, without entitling the Customer to seek any compensation for any reason whatsoever.

4 - PRICES - INVOICING - PAYMENT

4.1 Prices
Prices are determined by the rates in force on the day the order is placed. Prices are quoted excluding VAT, products unpackaged (for products delivered ex-works ICC Incoterms 2010) and assembly and installation fees excluded. In the European Union and France, products are sold ex-works Besancon, France (ICC Incoterms 2010). Without prejudice to the transfer of risk to the factory and the Customer's choice of carrier, shipping and packaging fees are borne by FLOWBIRD for orders over €460, excluding VAT. For exports (outside the EU), products are sold FCA FLOWBIRD Besancon, France (ICC Incoterms 2010). Shipping and packaging fees remain at the Customer's expense, regardless of the amount of the order. No discount will be applied for early payments. Any reduction in price is in reduction in the right to deduct VAT.

4.2 Methods of Payment
4.2.1 Payment
In the absence of a written agreement between the Parties, prior to shipping, invoices are payable in France and in Euro as follows:
- for exports (outside the EU) by air: irrevocable letter of credit confirmed by a bank in France
- in France: by bank transfer with 30% of the total price due upon order (as a deposit), and the balance payable in accordance with the provisions stated on the invoice sent with the shipment. With the exception of deposits and letters of credit, all invoices are payable within thirty (30) of their issue date.

4.2.2 Special provisions for repairs
In the event of a request to repair the invoice is addressed to the customer with the shipment of the repaired item. Invoices are payable in accordance with the time frame specified on the invoice, or failing this, within thirty (30) days of their issue date.

4.2.3 Non-payment
Following expiry of the formal notice period, total or partial failure to pay will automatically give rise to and without any special formalities:

- the payment of an interest on the total amount including FLOWBIRD's interest rate applied by the European Central Bank to its main refinancing operations plus ten (10) percentage points. This rate may not be lower than three (3) times the legal interest rate and the payment of a fixed compensation for collection charges of the amount of 40%, in accordance with Article L441-6 of the French Commercial Code.

In the event of non-payment of the invoice within thirty (30) days, FLOWBIRD may automatically:
- ask for immediate payment of any outstanding amounts,
- suspend any delivery,
- demand payment, under the penal clause, of a lump-sum penalty of 15% (excl. VAT) of the outstanding amount,
- cancel the sale and bring an action in court to seek the return of the goods.

5 - WARRANTY

5.1 Term
FLOWBIRD guarantees the products sold to the Customer against any design, manufacturing or material defects that may become apparent for a period of twelve (12) months from the date of delivery excluding batteries and software modules. For exported products (outside the EU), FLOWBIRD guarantees the products sold to the Customer against any design, manufacturing for material defects that may become apparent for a period of twelve (12) months from the date of installation or for a period of eighteen (18) months from the date of delivery, excluding batteries and software modules. FLOWBIRD also guarantees the products sold to the Customer against any design, manufacturing or material defects that may become apparent for a period of three (3) months from delivery to the Customer and accepts to rectify, subject to the provisions below, any non-conformity reported during this time frame.
For resale products, which are sold "as is," and components or software that FLOWBIRD purchases from third parties, the warranty is strictly limited to the warranty that has been granted by the suppliers. FLOWBIRD disclaims all warranties it has received from its suppliers and service providers to the Customer and does not provide any additional or complementary warranties for materials originating from such third parties. Activation of the warranty shall not extend the warranty period.

5.2 Exclusions
Offers of warranty are subject to exclusion in the case of repairs or interventions resulting from:
(i) non-compliance with the instructions for use supplied by FLOWBIRD at delivery, as well as with any recommendations on installation and/or use;
(ii) damage caused by vandalism, negligence or improper handling by the Customer or end user, or any use that does not comply with the normal conditions of use or performance defined in the technical documentation supplied at delivery;
(iii) intervention by persons outside of FLOWBIRD;

(iv) a force majeure event;
(v) normal wear and tear of products, software, parts, components or consumables;
(vi) use with equipment, materials, products, software or systems that were not supplied by FLOWBIRD or not specifically recommended or approved by FLOWBIRD;
(vii) any product or component deemed necessary by FLOWBIRD for the operation of the products/software with mandatory rules arising from laws or regulations. Similarly, the warranty shall not apply to any visible defects and/or non-conformities that were not reported or taken into account in accordance with the provisions of Clause 3 on "Delivery" above.

5.3 To benefit from this warranty, the Customer must inform FLOWBIRD of the defects by registered letter with acknowledgement of receipt within a maximum of ten (10) days of discovery of such defects. The customer must also provide proof of the date of such discovery.

5.4 No returns shall be accepted without FLOWBIRD's prior written approval. FLOWBIRD will repair or replace, at its discretion, the products/software covered under the warranty that are deemed faulty. In the case of non-conformity of the software modules that is reported by the Customer and for which repairs are needed, FLOWBIRD will classify the defect into one of the following categories: critical, major, minor or cosmetic. FLOWBIRD will inform the Customer of the chosen level of severity and the corrective action plan being considered. The Customer is responsible for shipping the product to return the faulty product during the warranty period. When returning equipment, the Customer shall take all necessary precautions to ensure that shipping does not cause any further damage, particularly when choosing the type of packaging. In cases where shipping has clearly caused additional damage, particularly due to damaged and/or inadequate packaging, the Customer shall lose the benefit of the warranty and shall be responsible for replacing, at its own expense, the damaged component, at the rate in force on the day of replacement. The time at least permitted by the law, the provisions of this clause, as well as Clause 3 relating to non-conformities, shall replace any other warranty, whether express or implied, particularly for operation, conformity, hidden defects, quality, suitability for a particular use, market value or durability. FLOWBIRD does not guarantee the cards and payment systems supplied by FLOWBIRD are completely tamper-proof and could not be affected by fraud, intrusion, theft, etc. As an exception to the first paragraph of Clause 7 below, and to the extent permitted by the law, FLOWBIRD may not be held responsible for any direct, indirect, consequential or incidental damages caused to the Customer due to any attempts of fraud, intrusion or theft.

5.5 Patches
The Customer is informed that technical changes may be necessary to improve the quality of the products. In this respect, FLOWBIRD may install patches or update its products and related software in order to improve security and performance, in accordance with the procedure described hereafter:

- The patches sent by the Customer about the availability of a software update by specifying the duration of the qualification period (from several hours to several days) and by jointly defining the list of equipment that will be used in the qualification testing (i. at minimum, 1% of the total stock, at maximum, based on a proposal made by FLOWBIRD)
- Upgrading the testing equipment
- Automatic monitoring by FLOWBIRD of equipment operation during the qualification period
- Reporting by the customer of any bugs during the qualification period
- Upgrading all equipment at the end of the qualification period and in the absence of any major bugs. The times of day for installing the software shall be jointly decided with the Customer.
In the event of a force majeure or uncontrolled event, the party affected by the event shall immediately inform the other party. The party claiming the force majeure event, after exhausting all reasonable efforts, shall be obliged to return the equipment to their original settings as soon as possible. In the event the customer objects to installing patches and software updates, FLOWBIRD may not be held responsible for any sudden malfunctions, hacking or loss of data. Patches and software updates shall not extend the warranty, except in the case of regression affecting the modified functions that are reported during the testing period, and for a maximum of 3 months. For the purposes of this clause, the following definitions apply:
- Patch = a new version of software that fixes (a) bugs reported during the warranty period
- Update = a new version of software that fixes (a) bugs or adds (a) new feature(s)
- Critical bug = inability of one of the system's essential functions to run properly, causing serious consequences
- Major bug = inability of an essential (or non-essential) function to run properly, creating inconvenient, but manageable consequences (ex: finding a way to work around the problem).

6. END-OF-LIFE WASTE

In accordance with Directive 2002/96/EC and French implementing decree no. 2005-829 dated July 20, 2005 relating to the composition of electrical and electronic equipment and the disposal of waste from such equipment, FLOWBIRD shall ensure and organize the processing of the waste from the products subject to these terms and conditions of sale at the end of their life cycle. The Customer must pay FLOWBIRD the amounts relating to the services referred to above.

7 - LIABILITY

SUBJECT TO THE LIMITATIONS AND EXCLUSIONS BELOW, FLOWBIRD ACCEPTS RESPONSIBILITY FOR ANY PERSONAL INJURY OR MATERIAL DAMAGE PROVEN TO BE A DIRECT RESULT OF ITS OWN FAULT OR THAT OF ITS EMPLOYEES, EXCEPT BY EXPRESS AGREEMENT, EXCEPT THE AMOUNT OF THE ORDER, BY EXPRESS AGREEMENT, FLOWBIRD'S LIABILITY IS EXCLUDED FOR:

(i) DAMAGES RESULTING FROM A DEFECT IN THE PRODUCTS OR SERVICES THAT WAS REPAIRED WITHIN A REASONABLE TIME FRAME,
(ii) INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS LOSS OF INCOME, PROFIT, DATA, CONTRACTS OR INJURY TO IMAGE OR REPUTATION;
(iii) DAMAGES THAT THE CUSTOMER COULD HAVE AVOIDED BY COMPLYING WITH FLOWBIRD'S ADVICE/INSTRUCTIONS OR BY TAKING REASONABLE MEASURES;
(iv) DAMAGES INDIRECTLY RESULTING FROM THE USE OF EQUIPMENT/COMPONENTS/SOFTWARE SUPPLIED OR RECOMMENDED BY THE CUSTOMER OR DIRECTLY OR INDIRECTLY RESULTING FROM THE CUSTOMER'S INSTRUCTIONS/SPECIFICATIONS;
(v) DAMAGES/COSTS RESULTING FROM PERFORMANCE DELAYS OR DEFECTS DUE TO A FORCE MAJEURE EVENT OR EVENTS BEYOND FLOWBIRD'S CONTROL, AS PROVIDED IN CLAUSE 8 BELOW.

8 - FORCE MAJEURE

In the case of a force majeure or uncontrollable event, the party affected by the event shall immediately inform the other party. The party claiming the force majeure event, after exhausting all reasonable efforts, shall be obliged to return the equipment to their original settings as soon as possible. In the event the customer objects to installing patches and software updates, FLOWBIRD may not be held responsible for any sudden malfunctions, hacking or loss of data. Patches and software updates shall not extend the warranty, except in the case of regression affecting the modified functions that are reported during the testing period, and for a maximum of 3 months. For the purposes of this clause, the following definitions apply:

- acts of administrative authorities or court decisions,
- embargo, requisition, mobilization, quarantine, blockade,
- national or local strikes, riots, (as declared or undeclared), uprisings, revolts, piracy, - fire, flooding, sabotage, explosion, accident, loss of communication, destruction of equipment,
- natural disasters such as: tsunamis, storms, tsunamis, landslides, destruction caused by lightning strikes, drought, ice, get, fire, epidemics,
- the inability to be supplied with raw materials, disruption to supply for reasons not attributable to FLOWBIRD, any cause of disruption attributable to our suppliers, disruption to production due to accidental failures.

9. INTELLECTUAL PROPERTY

No rights to any know-how, names, trademarks, patents, pending patents, copyright or any other intellectual or industrial property belonging to FLOWBIRD or any of its suppliers relating to FLOWBIRD's products, services or activities or that of its suppliers are transferred or licensed to the Customer. In the event that the use of a product or service constitutes a direct infringement of a third party's proprietary right in the country in which the product/service was supplied to the Customer, FLOWBIRD shall pay for the damages (excluding any other fees or expenses) that the Customer could be ordered to pay under a final court decision.

This undertaking to pay is subject to the condition that:
- the Customer promptly informs FLOWBIRD in writing of the summons or claim preceding the summons,
- the Customer does not take a position that could harm FLOWBIRD's defense in the lawsuit or any possible negotiations,
- the Customer gives FLOWBIRD the means to defend itself alone in the lawsuit or conclude a settlement or any negotiations relating to the lawsuit;
- the Customer provides any information or assistance required by FLOWBIRD relating to the claim or lawsuit.
FLOWBIRD shall not indemnify the Customer in the event of a claim, lawsuit and/or infringement relating to:
- any components, products, software or services that were not designed or supplied by FLOWBIRD,
- unauthorized changes or improper use,
- use of the products, software or services with items that were not supplied by FLOWBIRD.

The Customer shall indemnify FLOWBIRD for any claim, lawsuit and/or infringement that may result from the cases mentioned in the preceding paragraph, and particularly from the use of the equipment, components or software supplied or recommended by the Customer or the Customer's specifications/instructions. The Customer shall inform FLOWBIRD as soon as possible about any trademark, patent or copyright infringement or infringement of any other intellectual or industrial property rights relating to FLOWBIRD's products, services or activities that it may be aware of.

10. WAIVER

Failure by FLOWBIRD to enforce any provision of these terms and conditions of sale shall not be interpreted as a waiver of its right to enforce any of these conditions. Any waiver by FLOWBIRD of a right may only result from an official document signed by a duly authorized person.

11 - GOVERNING LAW

THESE TERMES ET CONDITIONS ET TOUTES LES TRANSACTIONS ENTRE LE CLIENT ET FLOWBIRD SONT REGIS PAR LE DROIT FRANCAIS, EXCLUANT LE CHOIX DE LA LOI. TOUTES LES DISPUTES RELATIVES A LA CONSTRUCTION, VALIDITE OU PERFORMANCE DE CE DOCUMENT OU DE SALES TRANSACTIONS QUI NE PEUVENT ETRE SETTLEES EN DEHORS DE LA COURTE ENTRE LES PARTIES SERONT SOUMISES A LA JURISDICTION DES TRIBUNAUX FRANCAIS.

COLISAGE/PACKING LIST

Site: FR08
 Adresse Client
 AMAT SPA
 SIG.ROCHIRA 348 4913721
 VIA C.BATTISTI 657
 74121 TARANTO TA

Langue: US
 Adresse Expéditeur
 FLOWBIRD
 PARC LAFAYETTE
 6,Rue Isaac Newton
 25075 BESANCON CEDEX 9
 FRANCE

N BL: KBE_2001337 OV: P2000299 Date: 03/03/20

N LP: KLP_2001456 Preparateur Signature Page: 1 / 1

Colis	Long.	Larg.	Haut.	Volume m3	P.B. total	Gerb	Description	Symboles	Qte
p2000299/1	33	22	5	0,00363	0,10	Non	CLE EXC K2R SDA PB	PB2R417388	3,00
							CLE EXC K2R SDA PB	PB2R417416	2,00
							CLE RF K2R SDA PB	PB2R421668	2,00

Nbr Colis: 1 Volume Total: 0,00363 Poids Total: 0,10

Date: Pour Schlumberger Sema
 Noms Signature

Lieu: Pour le transporteur
 Noms Signature

Oggetto: Ordine da firmare - AMAT TARANTO - FLOWBIRD - 2020.04.09 - Ordine Orf 000033 del 09.04.2020 - Spese di trasporto

Mittente: Contratti Amat <contrattiamat@amat.ta.it>

Data: 09/04/2020, 14:30

A: direttore amat <DIRETTORE@amat.ta.it>, Area Contratti <areacontratti@amat.ta.it>

Buongiorno Sig. Direttore sono Luigi,

Potrebbe autorizzare l'ordine a regolarizzazione fattura di 9 € di spese di trasporto e spedizione delle chiavi per parcometri per U.P.T.?

Cordiali saluti - Luigi.

— Allegati: —

Ordine da firmare - AMAT TARANTO - FLOWBIRD - 2020.04.09 - Ordine Orf 000033 del 09.04.2020 - Spese di trasporto.docx

60,9 kB

Azienda Mobilita Area Taranto SpA	FLOWBIRD ITALIA S.r.l.
Via Cesare Battisti, 657	VIA RIPAMONTI, 89
Taranto 74121 TA	MILANO 20141 MI
P.I. 00146330733 C.F. 00146330733	P.I. 04065160964 C.F. 04065160964

Ordini a Fornitore	Tel: 025250141 Fax: 0252501444
	E-mail:

Vostro Riferimento Vs. Rif. Vs. fattura F2000558 del 10/03/2020	Nostro Riferimento Art. 13 c. 2.1 Delib. 139 del 21/12/18	Data Doc. 09/04/2020	Numero Documento ORF000033	Pag. 1
---------------------------------------------------------------------------	---------------------------------------------------------------------	--------------------------------	--------------------------------------	------------------

Causale AS@ Acquisti scorte	Termini di consegna
CIG ZBA2CACDEA	Pagamento BONIFICO 60 GG DF
Commento:	
Indirizzo Spedizione:	
Trasporto a cura del:	

Articolo	Cat.	Descrizione	U.M.	Qta	Valore €	Sconto	Imponibile €
Interno	Fornitore						
0004		Spese di spedizione/trasporto Vs. Rif. Vs. fattura F2000558 del 10/03/2020		1,00	9,0000		9,00

I materiali ordinati dovranno essere consegnati franco Ns. magazzino sito in via C. Battisti 657 TARANTO dalle 9.00 alle 13.00. Il pagamento sarà effettuato nel termine sopra riportato. L'A.M.A.T. non riconosce ai propri fornitori interessi per ritardi pagam. Eventuali richieste in tal senso potranno essere soddisfatte solo previa messa in mora da parte del creditore e con l'applicazione del tasso di interesse legale; non saranno pertanto applicabili né i termini di decorrenza, né la misura degli interessi stabiliti dal D.lgs. 231/2002. Le condizioni della fornitura sono quelle indicate nel presente documento e ogni altra eventuale clausola contenuta nella modulistica predisposta dai fornitori (copie commissioni ecc.) non è operante nei confronti dell'A.M.A.T.

IVA	Descrizione	Alliquota	Imponibile	Imposta	Totale
SP22	22 SplitPayment Art 1 c 629 B L.23-12-14	22,00 €	9,00 €	1,98 €	10,98 €
	Totali		€ 9,00	€ 1,98	€ 10,98

Firme



Il compilatore

Resp. unità A.C.

Direttore Tecnico

Direttore Generale

PRESIDENTE

Azienda Mobilita Area Taranto SpA	FLOWBIRD ITALIA S.r.l.
Via Cesare Battisti, 657 Taranto 74121 TA P.I. 00146330733 C.F. 00146330733	VIA RIPAMONTI, 89 MILANO 20141 MI P.I. 04065160964 C.F. 04065160964 Tel: 025250141 Fax: 0252501444 E-mail:
Ordini a Fornitore	

Vostro Riferimento Rif. Vs. prev. 23/01/2020	Nostro Riferimento Art. 13 c. 2.1 Delib. 139 del 21/12/18	Data Doc. 24/01/2020	Numero Documento OACE000040	Pag. 1
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Causale AS@ Acquisti scorte **Termini di consegna**
CIG Z6A2BBA82B **Pagamento** BONIFICO 60 GG DF

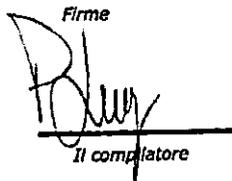
Commento:
Indirizzo Spedizione:
Trasporto a cura del:

Articolo	Cat.	Descrizione	U.M.	Qta	Valore €	Sconto	Imponibile €
00008688		Chiave K2R sportello basso parc. Strada	PZ	7,00	47,0000		329,00
0004		Spese di spedizione/trasporto		1,00	10,0000		10,00
Rif. Vs. prev. 23/01/2020 Vs. Rif. 30/RP/20/dm Per U.P.T. - Ing. Cigliese Cosimo							

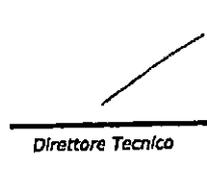
I materiali ordinati dovranno essere consegnati franco Ns. magazzino sito in via C. Battisti 657 TARANTO dalle 9.00 alle 13.00. Il pagamento sarà effettuato nel termine sopra riportato. L'A.M.A.T. non riconosce ai propri fornitori interessi per ritardi pagam. Eventuali richieste in tal senso potranno essere soddisfatte solo previa messa in mora da parte del creditore e con l'applicazione del tasso di interesse legale; non saranno pertanto applicabili né i termini di decorrenza, né la misura degli interessi stabiliti dal D.lgs. 231/2002. Le condizioni della fornitura sono quelle indicate nel presente documento e ogni altra eventuale clausola contenuta nella modulistica predisposta dai fornitori (copie commissioni ecc.) non è operante nei confronti dell'A.M.A.T.

IVA	Descrizione	Aliquota	Imponibile	Imposta	Totale
SP22	22 SplitPayment Art 1 c 629 B L.23-12-14	22,00	€ 339,00	€ 74,58	€ 413,58
Totale			€ 339,00	€ 74,58	€ 413,58

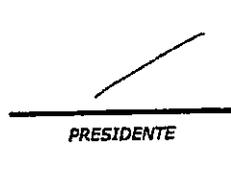
Firme

 **Il compilatore**

 **Resp. dntà A.C.**

 **Direttore Tecnico**

 **Direttore Generale**

 **PRESIDENTE**