

UPTIVO — GENERAL CONDITIONS OF SALE (B2B)

Edition r2605.10 — Effective Date: August 31, 2026

These General Conditions of Sale ("**Conditions**") govern the purchase of hardware products ("**Products**") from **UPTIVO S.r.l.** ("**UPTIVO**"), registered office Via L. Vitali 1, 20122 Milano (MI), Italy, VAT IT08849150969, certified email (PEC) euvic@legalmail.it, by business customers ("**Customer**"). These Conditions apply only to purchases made by entities acting in the course of their business, trade or profession, and not to consumers within the meaning of Italian Legislative Decree 206/2005.

Where the Customer also holds a UPTIVO Service License Agreement, that agreement governs the Services; these Conditions govern the Products. In case of conflict on matters specific to Products, these Conditions prevail.

1. ORDERS AND ACCEPTANCE

1.1 Orders are placed by purchase order or by accepting a UPTIVO quotation in writing (including by email). UPTIVO accepts orders by sending an order confirmation. Until acceptance, no contract is formed.

1.2 UPTIVO may decline orders, correct pricing errors, or require payment verification before acceptance.

1.3 Quotations are valid for thirty (30) days unless otherwise stated.

2. PRICES AND PAYMENT

2.1 Prices are stated in the currency specified in the quotation or order confirmation (typically Euro, British Pound or US Dollar). Prices exclude VAT, customs duties, shipping costs and bank transfer fees unless expressly included. Payment must be made in the currency specified in the order confirmation; any conversion fees or bank charges incurred by the Customer to pay in such currency are borne by the Customer.

2.2 Payment terms are stated on the order confirmation or invoice. Default terms: payment in advance by wire transfer or credit card, before shipment.

2.3 Late payments accrue interest at the rate set by Italian Legislative Decree 231/2002 (ECB reference rate plus eight percentage points), from the due date until full payment.

2.4 UPTIVO may suspend pending shipments where the Customer has overdue invoices.

3. DELIVERY AND RISK

3.1 Delivery terms are **DAP (Delivered at Place)** under Incoterms 2020 unless otherwise agreed in writing. Risk of loss passes to the Customer upon delivery to the address specified in the order.

3.2 Delivery dates are estimates. UPTIVO is not liable for delays caused by events beyond its reasonable control, including carrier delays, customs holds, supply-chain disruptions or force majeure events.

3.3 For shipments outside the European Union, the Customer is the importer of record and is responsible for all customs duties, import VAT, brokerage fees and compliance with local import regulations.

4. PRODUCT CONFORMITY AND INSPECTION

4.1 The Customer shall inspect the Products upon delivery and notify UPTIVO in writing of any apparent defects, missing items or shipping damage within **eight (8) days** of delivery, by email to support@uptivo.fit, with photographic evidence where applicable.

4.2 Hidden defects must be notified within **eight (8) days** of discovery and in any event within the warranty period set out in Section 5.

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4.3 Failure to notify within these periods constitutes acceptance of the Products and waiver of related claims, in accordance with Article 1495 of the Italian Civil Code.

5. WARRANTY

5.1 Warranty Coverage. UPTIVO warrants that Products will be free from material and manufacturing defects under normal use for **twenty-four (24) months** from the date of delivery (the "**Warranty Period**"). Textile components, including straps, armbands and chest-strap fabric, are warranted for **six (6) months**.

5.2 Single-User Design. The Products are designed, certified and warranted for **single-user use only**, both for hygiene reasons and because mechanical, electronic and battery components are engineered to withstand the wear profile of one individual user. The Customer acknowledges that: (a) Products are not designed, tested or certified for shared use, rental, rotation among multiple end users, or any operating model in which the same Product is assigned, lent or worn by more than one individual; (b) such use causes accelerated mechanical and battery wear, hygienic risks and component fatigue beyond the design specifications; (c) UPTIVO operates a usage-monitoring system that detects assignment of the same Product to multiple end-user accounts, and data from such system constitutes evidence of multi-user use.

5.3 Warranty Exclusions. The Warranty does not cover:

(a) Battery degradation and consumable wear. Rechargeable batteries are consumable components subject to natural and progressive degradation through normal use. Reduced battery capacity over time, including reduced runtime per charge, does not constitute a defect. The Warranty covers battery defects only where the battery fails to retain at least **fifty percent (50%)** of its original rated capacity within the first **twelve (12) months** of normal single-user use, as measured by UPTIVO's diagnostic procedures. Battery performance after twelve (12) months, and capacity reduction caused by frequent charging cycles, exposure to extreme temperatures, prolonged storage at full or empty charge, or use of incompatible or non-compliant power sources, is excluded;

(b) normal wear and tear, including but not limited to scratches, fading of materials, oxidation of metal parts, deterioration of adhesives, and gradual loss of water-resistance over time;

(c) damage from misuse, accidents, improper maintenance, or use outside the conditions specified in the Documentation, including exposure to chemicals, solvents, sweat-induced corrosion beyond normal use, impact, drops, crushing, or use beyond the rated water-resistance depth;

(d) damage from unauthorized repair, modification, opening of the device, or use of non-UPTIVO accessories, replacement parts, or non-compliant power sources;

(e) Products used in violation of Section 5.2 (Single-User Design), including any Product that UPTIVO's monitoring system identifies as having been assigned to two or more end-user accounts, or that UPTIVO can otherwise demonstrate has been subject to rental, rotation or shared use among multiple individuals;

(f) cosmetic damage that does not affect functionality, including scratches, dents, discoloration of straps, fabric pilling, and aesthetic deterioration of textile components;

(g) Products purchased secondhand, refurbished by third parties, or acquired outside UPTIVO's authorized distribution channels;

(h) software, firmware updates, or compatibility with third-party applications, operating systems or devices not certified by UPTIVO.

5.4 Multi-User Use Cases. Customers operating gyms, studios, training facilities or any environment requiring multi-user use of heart-rate monitors must contact UPTIVO sales for dedicated commercial terms. Standard Products used outside their single-user design are not covered by warranty regardless of where they were purchased.

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5.5 Warranty Service. During the Warranty Period, UPTIVO will, at its option, repair the defective Product, replace it with a new Product, or replace it with a refurbished Product of equivalent functionality and quality. The Customer must obtain an **RMA (Return Merchandise Authorization)** number from **support@uptivo.fit** before returning any Product. Returns sent without an RMA may be refused. Repaired or replaced Products are warranted for the remainder of the original Warranty Period only, and the warranty is not extended or renewed by repair or replacement. Replaced defective Products become the property of UPTIVO.

5.6 Shipping for Warranty Returns. The Customer pays shipping to the UPTIVO return center indicated in the RMA. UPTIVO pays return shipping of repaired or replaced Products. If a returned Product is found to be working correctly and not defective, UPTIVO will charge a handling fee of **thirty (30) Euro** per Product and return shipping costs.

5.7 Sole Remedy. Repair or replacement under this Warranty is the Customer's exclusive remedy for defective Products, without prejudice to Section 7.3.

6. PRODUCT USE, ACCURACY AND COMPLIANCE

6.1 Intended Use. Products are designed exclusively for **fitness, sport-monitoring and wellness** purposes. They are intended to provide indicative measurements to support training, performance analysis and general activity tracking.

6.2 Not a Medical Device. Products are **NOT** medical devices under Regulation (EU) 2017/745 (MDR) or Italian Legislative Decree 46/1997. They are **NOT** CE-marked as medical devices and are **NOT** intended, designed or suitable for the diagnosis, treatment, cure, prevention, monitoring or alleviation of any disease, injury, disability or medical condition. Products must not be relied upon as medical advice or as a substitute for professional medical judgment, diagnostic equipment, or clinical monitoring.

6.3 Measurement Accuracy. Heart-rate readings, performance metrics and any other physiological data generated by the Products are indicative only. Product accuracy may be affected by, among other factors: physiological characteristics of the wearer, body movement, sweat, ambient temperature, electromagnetic interference, fit and positioning of the device, condition of the strap or sensor, and battery level. UPTIVO does not warrant that measurements are clinically accurate, error-free or suitable for any specific purpose, and shall not be liable for decisions, actions or outcomes based on Product readings.

6.4 CE Marking and Regulatory Compliance. Products are CE-marked and comply with applicable EU directives, including the Radio Equipment Directive 2014/53/EU, the RoHS Directive 2011/65/EU and the WEEE Directive 2012/19/EU. Declarations of Conformity are available on request.

6.5 Customer Responsibilities. The Customer is responsible for: (a) ensuring that end users are appropriately informed, prior to use, that the Products are not medical devices, that measurements are indicative and may be inaccurate, and that the Products must not be used for health-related decisions; (b) requiring end users to consult qualified medical professionals before engaging in physical activity monitored through the Products and before relying on any data generated by the Products; (c) maintaining adequate liability insurance covering its activities and its end users' use of the Products; (d) compliance with any local regulations applicable to the Customer's distribution or operational use of the Products.

6.6 Indemnification by Customer. The Customer shall defend and indemnify UPTIVO against any third-party claim arising from or relating to: (a) personal injury, health-related damages, medical conditions, or wrongful death allegedly caused by use of the Products or reliance on Product readings; (b) the Customer's failure to inform end users in accordance with Section 6.5(a); (c) any use of the Products outside the intended fitness, sport-monitoring and wellness purposes described in Section 6.1.

7. LIMITATION OF LIABILITY

7.1 UPTIVO's total cumulative liability under or in connection with these Conditions, whether in contract, tort or otherwise, shall not exceed the price paid by the Customer for the Products giving rise to the claim.

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7.2 Neither party shall be liable for lost profits, lost revenues, lost goodwill, business interruption or any indirect, special, incidental or consequential damages, even if advised of the possibility.

7.3 Nothing in these Conditions excludes or limits liability where exclusion is prohibited by mandatory law, including liability for **willful misconduct (dolo) or gross negligence (colpa grave)** under Article 1229 of the Italian Civil Code, liability for death or personal injury caused by negligence, and liability under Italian Legislative Decree 206/2005 (product liability) where applicable.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property rights in the Products, including trademarks, patents, designs and embedded software, remain the exclusive property of UPTIVO or its licensors.

8.2 The sale of Products does not grant the Customer any right to reproduce, reverse engineer, modify, sublicense or use UPTIVO's trademarks beyond what is necessary for normal use and resale of the Products in their original form.

9. GENERAL PROVISIONS

9.1 Entire Agreement. These Conditions, together with the order confirmation, constitute the entire agreement between the parties on the subject matter.

9.2 Modifications. Any modification must be in writing and signed by both parties.

9.3 Severability. If any provision is held unenforceable, the remaining provisions remain in full force.

9.4 Assignment. The Customer may not assign these Conditions without UPTIVO's prior written consent.

9.5 Notices. Communications shall be sent to UPTIVO at **sales@uptivo.fit** (commercial) or **euvic@legalmail.it** (PEC, legal); to the Customer at the email address provided in the order.

10. GOVERNING LAW AND JURISDICTION

10.1 These Conditions are governed by the laws of **Italy**. The UN Convention on Contracts for the International Sale of Goods (Vienna 1980) does not apply.

10.2 Any dispute shall be subject to the exclusive jurisdiction of the **Court of Milan (Tribunale di Milano)**, Italy, without prejudice to interim or injunctive relief from any competent court.

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SPECIFIC APPROVAL OF CLAUSES PURSUANT TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE

Customer expressly declares to have read, understood and specifically approves the following clauses of these Conditions, pursuant to Articles 1341 and 1342 of the Italian Civil Code:

- Section 4 (Product Conformity and Inspection — notification deadlines)
- Section 5.2 (Single-User Design)
- Section 5.3 (Warranty Exclusions)
- Section 5.5 (Warranty Service — refurbished replacement and non-extension of warranty term)
- Section 5.7 (Sole Remedy)
- Section 6.6 (Indemnification by Customer)
- Section 7.1 (Limitation of Liability)
- Section 7.2 (Exclusion of Certain Damages)
- Section 9.4 (Assignment)
- Section 10.2 (Exclusive Jurisdiction — Court of Milan)

Specific Approval Signature — By signing below, Customer specifically and separately approves the clauses listed above pursuant to Articles 1341 and 1342 of the Italian Civil Code.

Date: [[DATE]]

Customer Signature:

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