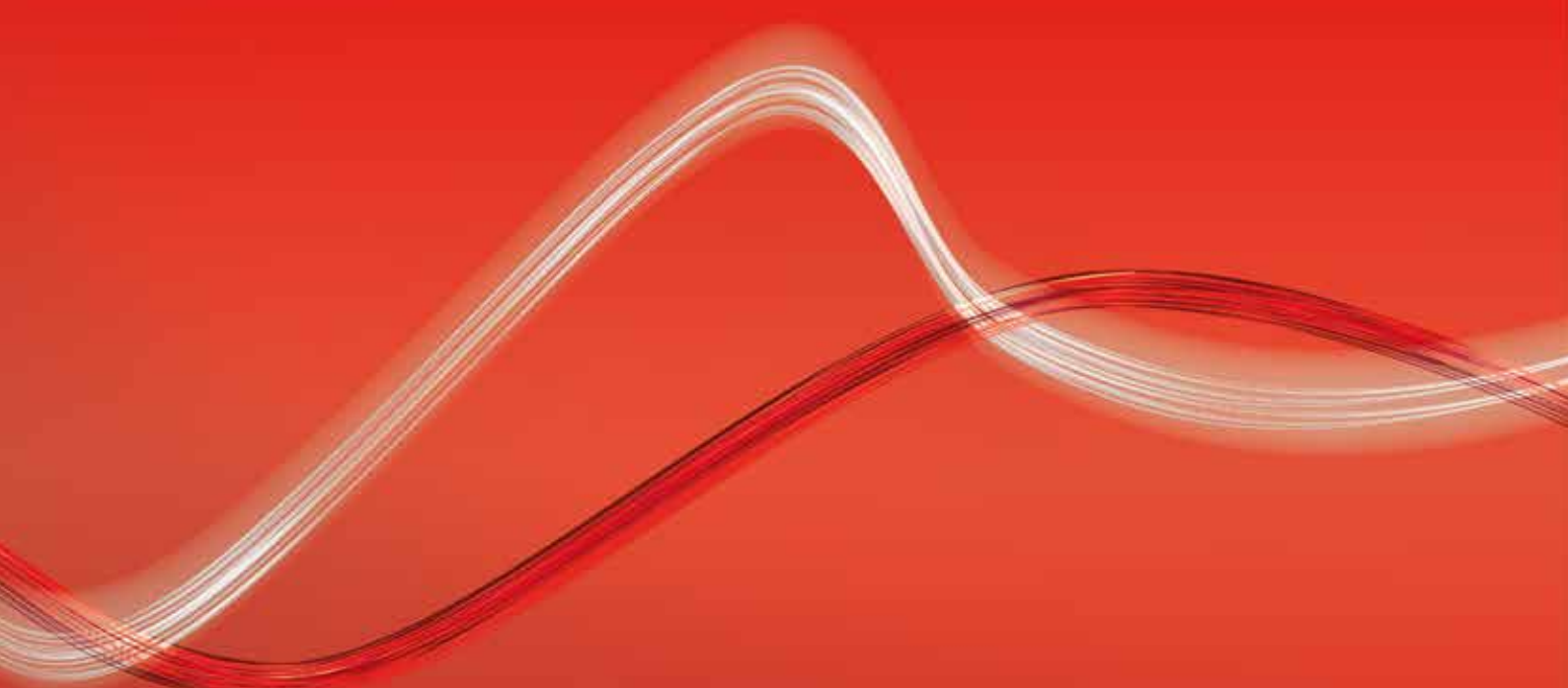


# BFT S.p.A.

## GENERAL TERMS OF SALE



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## **BFT S.p.A. GENERAL TERMS OF SALE**

### **1. DEFINITIONS**

For the purposes of the interpretation of these general terms of sale (the “**General Terms**” or “**GT**”) the terms indicated below will have the meaning attributed to them, with the singular including the plural and vice versa:

- **Contract:** the set of contractual documents that regulates the relationship between BFT S.p.A. and the Customer, including the documents, on paper, digital and/or on another lasting medium, even via the internet, required and/or cited by these General Terms, as well as the Offer and these General Terms together with the respective Annexes;
- **BFT S.p.A.:** the seller/supplier, a sole shareholder company, subject to management and coordination activity in accordance with Art. 2749-bis of the Italian Civil Code, with registered office in 36015 Schio (VI), Via Lago di Vico no. 40, VAT no., Tax Code and registration number at the Companies Register of Vicenza 00867710246;
- **Customer:** the company and/or professional who enters into the Contract with BFT S.p.A.;
- **Special Terms of Contract:** the document (identifiable also in the offer of BFT S.p.A. expressly citing the General Terms of Contract) containing the technical and operational specifications of the Products subject to the Contract as well as any provisions that derogate the General Terms;
- **Effective Date:** the date of entering into the Contract in accordance with Art. 3 of the GT;
- **Force Majeure:** any objective and unforeseeable event or circumstance, outside the control of the affected Party, that could not be reasonably avoided and that has the effect of impeding a Party in fulfilling one or all of its obligations envisaged by the Contract;
- **Working Day:** any calendar day from 8am to 6pm, with the sole exception of Saturdays and Sundays and other national public holidays in Italy;
- **Instructions for Use:** any installation, use and maintenance instructions attached to the Contract by BFT S.p.A.;
- **Applicable Laws** means domestic or state and/or European legislation, even regional, provincial and municipal, orders, decrees, regulations and rules of any public authority having jurisdiction over the execution of the obligations of the Parties indicated in the Contract;
- **Sale Offer:** this means the document prepared by BFT S.p.A. containing the Product characteristics, the prices,

the validity of the offer and the attached General Terms;

- **Party or Parties:** individually BFT S.p.A. and the Customer and, jointly, both;
- **Product(s):** the product sold by BFT S.p.A. by way of each Contract;

### **2. SCOPE OF APPLICATION OF GENERAL TERMS**

**2.1** These General Terms apply to every Contract entered into between BFT S.p.A. and the Customer, for the sale of the Products.

**2.2** Any derogations, modifications and/or additions to the GT will only be valid if accepted in writing by BFT S.p.A. The GT remain valid and effective even if BFT S.p.A. carries out, without reserves, a supply or a performance, despite being aware of different or contrary terms of the Customer. The Customer recognises that these General Terms are binding even if its order or correspondence contrasts with them.

**2.3** In addition to these General Terms, each Contract between BFT S.p.A. and the Customer will be regulated by the Special Terms indicated in the BFT S.p.A. Order Confirmation. If there is any conflict between the General Terms and the Special Terms contained in the Offer and/or in the Order Confirmation, the latter will prevail over the General Terms.

**2.4** These General Terms are available on the website [www.bft-automation.com](http://www.bft-automation.com)

**2.6** No terms of any nature affixed on orders and/or other documents sent by the Customer will be applicable unless expressly accepted in writing by BFT S.p.A., as those different terms are not binding even by virtue of tacit consent.

### **3. CONCLUSION OF CONTRACT**

**3.1** Offers sent by BFT S.p.A., even by way of its agents, representatives or distributors, constitute a mere solicitation of a purchase order which is not binding for BFT S.p.A., also with reference to specifications and/or data relating to the Products. Sales offers made by BFT S.p.A. are exclusively valid for a period of 30 calendar days with effect from the date of the same and will be understood to be valid only for the entirety of the Products included in the same, with no possibility of partial acceptance. Orders must be sent in writing (by e-mail or fax with proof of receipt) by the Customer to BFT S.p.A., indicating the Product code, article and ordered quantity, as well as the Customer's full, exact and truthful tax details, attaching a copy of these GT duly signed and the Special Terms. The Customer undertakes to communicate immediately any change to its contact details and/or tax data to BFT S.p.A.

The purchase order sent to BFT S.p.A. by the Customer constitutes an irrevocable offer having a term of 30 (thirty) days with effect from its receipt pursuant to Art. 1329 of the Italian Civil Code. Purchase orders accepted by the Seller with the Order Confirmation may not be cancelled or modified by the Customer without the written consent of BFT S.p.A.. The transmission of the Customer's purchase order, by the aforementioned methods, involves full acceptance of these GT. BFT S.p.A. reserves the right to add, modify or remove these GT, in whole or in part, up until the Contract with the Customer has been finalised in accordance with Art. 3.2 below.

**3.2** The sales Contract is understood to be finalised once 8 (eight) days have elapsed from the date of receipt by the Customer of the BFT S.p.A. Order Confirmation, also containing the Special Terms of Contract.

**3.3** The Contract must be signed by persons having the necessary powers, recorded by a power of attorney or proxy.

**3.4** The sales Contract finalised following the Order Confirmation replaces any other commitment, contract or understanding, written or verbal, made previously between the Parties.

#### **4. DELIVERY TERMS**

**4.1** The terms and methods of delivery are those indicated in the Order Confirmation. If the delivery terms and methods are not indicated, BFT S.p.A. undertakes to deliver the Products as soon as possible. For multiple deliveries, if some Products are unavailable, BFT S.p.A. may make the partial delivery of the available Products once the price for the specific Contract has been paid.

**4.2** The delivery terms do not constitute essential terms in accordance with Art. 1457 of the Italian Civil Code and, in any case, they do not include transportation times; BFT S.p.A. does not accept any liability for delays due to the carrier/transporter.

**4.3** Unless otherwise agreed in writing, BFT S.p.A. will deliver the Products EX WORKS - Incoterms® 2020.

**4.4** For the purposes of respect of the delivery terms, the Customer must have fulfilled its obligations that make it possible to execute them, therein including providing the necessary documentation and making payment of what is due; in the event of a delay by the Customer, the delivery term will be extended correspondingly.

**4.5** In no case will any delays by BFT S.p.A. in delivering the Product entitle the Customer to terminate the Contract and/or to claim any compensation for

damages; the Customer hereby waives in advance the right to make any dispute, demand, objection and/or counter-claim in that regard.

**4.6** If the Customer is aware that it is unable to receive the Products, it must promptly inform BFT S.p.A., indicating the reason for that impossibility and an appropriate period in which it expects to be able to receive the Products.

**4.7** If the delivery is delayed for a reason attributable to the Customer, the cost for storing the Products at BFT S.p.A. will be charged to the Customer itself, in the sum of €100.00 (one hundred Euros) per day of delay, notwithstanding that the risk of damage, depreciation, loss and/or theft of the same will transfer to the Customer commencing from the agreed delivery date. If the Products are not collected or if the Customer unjustifiably refuses to collect the Products, BFT S.p.A. will have the right to terminate the Contract, retaining the sums received; it may demand the full payment of the balance of the price, as well as sell the Products in question to third parties.

**4.8** The Customer confirms receipt of the Products by signing the delivery note for the same.

#### **5. PACKAGING**

**5.1** The cost of standard packaging used by BFT S.p.A. is included in the Product price. The use of special packaging may be agreed in writing, with costs borne by the Customer.

**5.2** In any case, BFT S.p.A. reserves the right to determine the best type of packaging, taking account of the transportation requirements, subject to specific needs of the Customer specified in the purchase order and accepted by BFT S.p.A. in the Order Confirmation.

#### **6. CUSTOMER'S OBLIGATIONS**

**6.1** Without prejudice to all other obligations in accordance with these GT and the Contract, the Customer must:

- pay the Price indicated in Art. 7;
- be in possession of the facilities and means necessary for the correct use of the Products, know their characteristics and possess the necessary knowledge and technological capacity, in conformity with the Instructions for Use, which it hereby undertakes to respect;
- facilitate, in any possible form, installation and testing work, where envisaged;
- use specialist companies for maintaining the Product;
- comply with and respect all legislation and regulations on the sale of the Products, including good commercial practices;

- indemnify and hold harmless BFT S.p.A. from and against any direct or indirect damage, loss, cost or charge, incurred by BFT S.p.A. due to any violation of the GT or the applicable legislation by the Customer.

**6.2** BFT S.p.A. will not be liable in any way for the delivery of Products that are not compliant with the technical requirements and standards in force in the Customer's country of destination, as it is the Customer's exclusive responsibility to identify the technical requirements and standards in force in the country of destination of the Products.

## **7. PRICE AND PAYMENT TERMS**

**7.1** BFT S.p.A. will apply the price indicated in the Contract. If the price is not expressly indicated, the price applied by BFT S.p.A. for the Product in question will apply, according to the price list in force.

**7.2** If changes occur to the circumstances and conditions that affect the formation of the price (in particular, foreign exchange fluctuations or changes of taxes, duties and customs fees) entering into force in the period between the BFT S.p.A. offer and the delivery date, BFT S.p.A. will have the right to adjust the prices applied to the Products, notifying the Customer thereof.

**7.3** The price is always shown in Euros and does not include any applicable legal VAT (VAT excluded).

**7.4** Unless otherwise agreed in writing with the Customer, the prices are understood to be for goods with standard packaging included, delivered EX WORKS, at one of the sites of BFT S.p.A. communicated by back office.

**7.5** Unless otherwise agreed in writing with the Customer, the Customer bears the costs of customs fees, taxes and duties of any nature and type and the costs however due in relation to the Contract. The Customer shall reimburse any sums paid in advance by BFT S.p.A. as payment for the aforementioned items.

**7.6** Any complaints or disputes will not in any case entitle the Customer to defer or omit the payment or reduce the price.

## **8. INVOICING AND PAYMENT**

**8.1** The payment terms and methods are indicated and/or cited in the Order Confirmation.

**8.2** For payments made by bank transfer, only the actual date of credit of the amount to the bank account of BFT S.p.A. will be relied upon, using the bank details indicated in the invoice.

**8.3** In the event of a payment delay and/or irregularity by the Customer, BFT S.p.A. will have the right to apply default interest on the amount still due, to the extent envisaged by law in accordance with Italian Legislative

Decree 231/2002 without prejudice, in any case, to the right of BFT S.p.A. to claim compensation for the greater damage suffered. In the event of lack of, irregular or delayed payment, any sum due in any capacity from the Customer to BFT S.p.A. will also become immediately payable.

**8.4** Any lack of or delayed payment, even partial, of the agreed price will entitle BFT S.p.A. to suspend the execution of the Contract until the sums due have been paid in full or to terminate the Contract with all legal consequences; this also applies if the Contract involves the split delivery of the Products or the payment of an advance prior to delivery.

**8.5** In any case, BFT S.p.A. will have the right to suspend the execution of the Contract or to terminate the same if the financial and/or equity conditions of the Customer are likely to endanger the respective payment or when the Customer has not made the prompt and exact payment of Products already delivered by BFT S.p.A., even as part of previous supplies.

**8.6** In no case will defects and/or deformities of the Products, even if recognised by BFT S.p.A., or delivery delays, or lack of or delayed collection by the Customer grant to the latter the right to suspend the payments due to BFT S.p.A. by virtue of the Contract or other contractual relationships ("solve et repete" clause).

## **9. WARRANTY**

**9.1** The Products supplied by BFT S.p.A. are manufactured, packaged and sold in conformity with the industry regulations in force in Italy.

**9.2** BFT S.p.A. also guarantees that the Products are compliant with the technical specifications contained in the Order Confirmation and is liable only in relation to deformities of the Products with respect to the aforementioned technical specifications.

**9.3** Unless otherwise agreed between the Parties, the Products are covered by a warranty for defects in accordance with the law for a period of 24 months from the relevant acceptance (the "**Warranty Period**").

**9.4** The warranty covers only manufacturing defects of the Products and defects relating to the materials used, not including alterations of the Products caused by improper use by the Customer or by negligence, voluntary damage, incorrect mechanical and/or electrical and/or electronic and/or software installation after the sale made by BFT S.p.A., tampering, inadequate or improper attempted repairs carried out by unauthorised personnel external to BFT S.p.A., use of unoriginal spare parts and, more generally, all

defects not attributable to the Product originally delivered.

**9.5** The subject of the warranty concerns only the composition and replacement materials of the Product(s) as well as the labour of the manufacturer and/or the support centre authorised by the same to repair the goods.

**9.6** In the event of a fault with a Product installed by the Customer (component, installation kit, installation accessories) the labour necessary to disassemble, re-assemble and reconfigure the Product within the same is also always excluded, along with any accessory cost incurred by the Customer.

**9.7** In accordance with Italian Legislative Decree 206/2005, in relation to an entity defined as "Consumer", the right of withdrawal applies in favour of the latter, only in the circumstance of a distance purchase, to be exercised within 14 days from receiving the Product. The aforementioned right of withdrawal is not effective if the Consumer Customer, following receipt of the Product, has installed it on third party supports or used it freely or if the Product has been altered with respect to its original characteristics. At the same time, the Product must be returned intact and complete with all accessories and packaging present in its original pack.

**9.8** To exercise the warranty or right of withdrawal, the original pack and complete packaging must be retained, along with the manuals and all original accessories present in the pack when the Product is purchased.

**9.9** The Customer must promptly check before using the Products that they are intact and free from defects. Under penalty of forfeiture of the warranty, the Customer must report in writing, by recorded delivery letter with notice of receipt or by certified email, any ascertained defects and/or deformities by and not beyond 8 (eight) days from the delivery date of the Products, or, in the case of hidden defects, by and not beyond 8 (eight) days from discovering the same. The burden of proof in relation to the date of discovery is held by the Customer.

Unless otherwise agreed in writing between the Parties, all accessory costs for the replacement interventions will be at the expense and risk of the Customer.

**9.10** The warranty is always and in any case excluded if the defects and/or deformities reported by the Customer have been determined by the following causes:

I) installation of the Product not compliant with the instruction manual provided by the manufacturer of

the same or by BFT S.p.A. (on paper and/or by digital medium); in particular, without limitation of the foregoing, BFT S.p.A. does not accept any liability in the event of a failure to respect the instructions for assembly and electrical connection or the electrical regulations or other specific rules in force at the time of installation as well as if accessories and mechanical components have been installed, used or connected which do not comply with the diagrams and types of connections for which they were designed;

II) use of the Product not compliant with its intended use or limits on use, as indicated in the technical documentation attached to the Product itself and in any case supplied by BFT S.p.A. upon request, even before the supply;

III) lack of ordinary maintenance as indicated in the technical documentation attached to the Product or as regulated by the applicable regulations in force;

IV) faults due to external agents such as: electrical discharges, tampering, even accidental, knocks and falls, even accidental, exposure to liquids, humidity, steam, acids and any substance likely to damage the product, use in extreme environmental or thermal conditions, floods or other natural disasters;

V) removal or voluntary deletion of the serial number affixed on the Product;

VI) storage and/or custody of the Products in places and/or with methods that are unsuitable for their perfect conservation.

**9.11** The repair or replacement of the Products during the Warranty Period does not involve any extension of the expiry date of the warranty and no compensation is provided for the period of non-use of the Product.

## **10. DEFECTS AND COMPLAINTS**

**10.1** In relation to defects and complaints regarding the Product, it is specified that:

a) any packaging defects must be reported in writing, under penalty of forfeiture, upon delivery;

b) no complaint about the quality and/or integrity of the Product and its packaging will be permitted if the Customer fails to make the Product available for the necessary assessments.

**10.2** The Customer is obliged to store the Product that it assumes to be defective in an adequate location, making it available for the appropriate investigations and, in any case, doing everything necessary to reduce the risks of its further deterioration.

**10.3** Upon discovering the defects, the Customer must immediately stop using the Product that it presumes to be defective and take all necessary measures to reduce any damage.

**10.4** Any failure to submit complaints or disputes within the periods indicated above and/or any use of the Product by the Customer despite discovering the defects constitutes unconditional acceptance of the Product itself and a waiver of the right to make any related complaint and/or dispute.

## **11. CUSTOMER'S OBLIGATIONS IN THE CASE OF DEFECTS AND COMPLAINTS**

**11.1** The Purchaser must, in respect of the terms and conditions indicated in Articles 9 and 10, notify promptly all defects, including any apparent defects relating to quality and quantity.

**11.2** For defects that may cause damage, the aforementioned communication must be given by the Customer to BFT S.p.A. immediately.

**11.3** Any communication relating to defects of the Products must contain a description of each defect identified.

**11.4** If the Customer fails to make the communication in the set terms, it forfeits the right to use the warranty.

**11.5** If the Customer has notified of the defects in the set terms but no defect is ascertained, BFT S.p.A. may reject the complaint.

**11.6** BFT S.p.A. will not be liable towards the Customer or third parties for any direct or indirect damages to persons or property or animals caused by use of the Product for purposes not appropriate to its nature and/or capacity and/or if the Product is used beyond its range or in the case of forced interruption of its use, as well as resulting from a failure to respect all requirements indicated in the instruction manual, with particular regard to the warnings on installation, configuration, use, maintenance and safety.

## **12. FORCE MAJEURE**

**12.1** BFT S.p.A. will not be liable for any delay in deliveries or for a breach caused directly or indirectly by:

- a) Force Majeure events (including, by way of example, measures of the public authorities, wars, revolts, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics or pandemics);
- b) circumstances, beyond the control of BFT S.p.A., that prevent the procurement of labour, materials, raw materials, components, systems in general, energy, fuel, means of transport, authorisations or government provisions.

## **13. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

**13.1** The intellectual and industrial property rights which, by way of example but without limitation,

include data, designs, advertising brochures and technical documents, are owned entirely and exclusively by BFT S.p.A. and their communication and use as part of these GT does not create any right or claim for the Customer. The Customer undertakes not to complete any act incompatible with the possession of the intellectual property rights.

**13.2** The Customer undertakes, in particular:

- a) to treat the information, data, designs, know-how and documents received and/or learned from BFT S.p.A. as confidential;
- b) to limit the use of those information, confidential documents and respective accesses to purposes relating to the execution of the Contract;
- c) not to reproduce, without the prior written agreement of BFT S.p.A., the confidential information and documentation;
- d) to recognise that BFT S.p.A. is the exclusive holder of the trademark of the Products, where applicable;
- e) not to use or register trademarks similar to and/or mistakable with the trademark of the Products.

## **14. PRIVACY AND CONFIDENTIAL INFORMATION**

**14.1** The Parties recognise that each of them may, during the execution of the Contract, reveal to the other confidential information relating to its business. Each Party undertakes to keep that information confidential and not to reveal the content of the same to third parties, to use that information only for the purposes of the Contract and to return the documents received which contain confidential information promptly at the request of the other Party.

**14.2** That confidentiality obligation is understood to be extended to the representatives, consultants, auxiliaries, officers and third parties used by the Parties in executing the Contract.

## **15. SAFETY RULES**

**15.1** The Products are constructed in respect of Italian safety legislation. The Customer is exclusively responsible in relation to the legislation on safety and protection of public health in force in the country of destination, in which the Product is to be used; any cost relating to the conformity of the Product with the legislative provisions of the country of destination will be borne exclusively by the Customer.

## **16. TRANSFER OF OWNERSHIP**

**16.1** The Product delivered to the Customer will remain the property of BFT S.p.A. until the latter has received full payment of the price. The retention of title will not in any way affect the transfer of risks. Until the full price has been paid for the Products, even in the case of deferred payments, the Customer will be considered

the simple holder of the same and must therefore store them with all due diligence in accordance with Art. 1768 of the Italian Civil Code. The Customer authorises BFT S.p.A. to complete, at the Customer's expense, every formality necessary to ensure the retention of title is enforceable on third parties.

**16.2** Any non-payment of even just one instalment exceeding the legal limits of tolerance will entitle BFT S.p.A. to terminate the Contract in accordance with Art. 1526 of the Italian Civil Code. In any case, the Parties agree that the instalment(s) paid will be retained by BFT S.p.A. by way of indemnity and fair compensation for use of the Products. This is expressly without prejudice to the right of BFT S.p.A. to take legal action for compensation for any greater damage suffered.

**16.3** Unless otherwise agreed in writing in relation to the applicable Incoterms 2020 clause, the risk of depreciation and accidental deterioration, as well as damage caused by or to the Product, transfers to the Customer at the same time as BFT S.p.A. communicates that the Product is available to it.

**16.4** The loss or deterioration of the Product occurring after the transfer of risks to the Customer does not release the latter from its obligation to pay the price.

**16.5** In conformity with the provisions of Art. 9.9, the Customer must check the Products promptly before using them, examining the packaging, taking custody of the documents and communicating immediately in writing to BFT S.p.A. any ascertainable defects, for the purposes of the warranty provided by BFT S.p.A.; failing that, the Products will be considered to be approved.

## **17. PROHIBITION ON ACTS OF DISPOSAL**

**17.1** Until the time of transfer of ownership to the Customer, the Products may not be alienated, sold or transferred in any way or delivered on pledge or in guarantee; if the aforementioned prohibitions are violated, BFT S.p.A. reserves the right to terminate the respective Contract with immediate effect in accordance with and for the effects of Art. 1456 of the Italian Civil Code, without prejudice to the exercise of any other action or protection both in the civil and criminal venue.

**17.2** If any enforcement procedures affect the delivered Products, the Customer must immediately inform BFT S.p.A. by recorded delivery letter with notice of receipt or certified email. Failing that, BFT S.p.A. will have the right to terminate the Contract with immediate effect, retaining by way of penalty any sums already paid and without prejudice to further damages and the recovery of costs incurred.

## **18. RESALE**

**18.1** In the event of resale of the Products by the Customer, BFT S.p.A. will not be liable for any claim or action of third parties.

## **19. EXPRESS TERMINATION CLAUSE - LIMITATION OF LIABILITY**

**19.1** Without prejudice in any case to the right to compensation for damage and any other provision of the Contract or these General Terms, BFT S.p.A. will be entitled to terminate the individual Contract by law in accordance with and for the effects of Art. 1456 of the Italian Civil Code, by simple written communication to the Customer, in the following circumstances:

- a) assignment of the Contract without the prior written consent of BFT S.p.A.;
- b) lack of respect, by the Customer, of the payment terms envisaged in the Contract;
- c) violation of provisions of the Code of Ethics of BFT S.p.A., indicated in the following article;
- d) final conviction ruling against the representatives, directors and/or shareholders of the Customer or if the Customer's financial situation is likely to endanger the fulfilment of its obligations under the Contract or if criminal action is brought against its representatives, directors and/or shareholders.

**19.2** Unless otherwise agreed in writing between the Parties, all rights to compensation for damages, reduction of the price and withdrawal from the Contract that are not expressly cited in these GT are excluded for the Customer. The Customer is not entitled to compensation for any damage consequent to the suspension of production, loss of enjoyment, loss of orders, loss of earnings and/or other direct or indirect damages.

**19.4** Any liability of BFT S.p.A. is excluded, except where this is due to wilful intent or gross negligence. Any compensation that BFT S.p.A. is required to pay for any damage proven by the Customer may not exceed an amount equal to 5% of the price of the Contract as indicated in the Order Confirmation.

## **20. WITHDRAWAL**

**20.1** BFT S.p.A. will have the right to withdraw unilaterally from the Contract at any time, irrespective of the execution status of the same, with prior written notice to be sent to the Customer, by recorded delivery letter with notice of receipt, at least 60 (sixty) days before the effective date of the withdrawal.

**20.2** The withdrawal of BFT S.p.A. will have effect from the day indicated to the Customer as the effective date of the withdrawal in the aforementioned communication.

**20.3** Unless otherwise envisaged in the Contract, after the withdrawal by BFT S.p.A. any right of the Customer to any claim, even for compensation, as well as any fee or indemnity and/or reimbursement, is excluded.

**20.4** The Customer may withdraw from the Contract if it provides proof that the performance of BFT S.p.A. is impossible due to wilful intent or gross negligence of BFT S.p.A.. Failing that, BFT S.p.A. will have the right to retain the advances received by way of indemnity for executing the Contract in relation to the part of the performance provided, to claim the payment of the residual price by way of conventional penalty and to claim compensation for damages suffered.

## **21. PERSONAL DATA PROCESSING**

**21.1** Upon receiving the offer and/or registering to the BFT Website, the Customer expresses its consent to personal data processing, in accordance with Art. 13 GDPR - Regulation (EU) 2016/679 and the national legislation on data protection, subject to reading the specific privacy policy available in the full version on the BFT Website.

**21.2** Personal data are processed in respect of every precautionary measure to guarantee their security and confidentiality, in conformity with the provisions of the GDPR, and for the sole purpose of being able to fulfil effectively the obligations envisaged by the civil and fiscal laws connected to the economic activity of the company, therein including the management of receipts and payments deriving from the execution of contracts.

The Data Controller is: BFT S.p.A., with registered office in Schio (Vi), Via Lago di Vico no. 44.

To obtain information on personal data processing, communications should be sent to the following email address [BFT.commercialeIT@bft-automation.com](mailto:BFT.commercialeIT@bft-automation.com).

The privacy policy can be obtained from this address [www.bft-automation.com](http://www.bft-automation.com).

## **22. APPLICABLE LAW AND LANGUAGE**

**22.1** This Contract is regulated by Italian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna – 1980 – CISG).

**22.2** This Contract and its annexes are drafted and signed in Italian and the text of this Contract in Italian is the only one upon which reliance will be made.

## **23. COURT WITH JURISDICTION**

**23.1** All disputes that may arise between the Customer and BFT S.p.A. in relation to these GT and/or any Contract signed in accordance with these GT, including those relating to their validity, interpretation, effectiveness, execution and termination, will be subject to the exclusive jurisdiction of the Court of

Vicenza, also for the exercise of any actions aimed at invoking the warranty for the Products.

In derogation of the foregoing, BFT S.p.A. will have the right to take action before the Court in the area in which the Customer is based.

## **24. CODE OF ETHICS AND ORGANISATION, MANAGEMENT AND CONTROL MODEL**

**24.1** The Customer declares to be aware of the legislation in force on corporate liability and the contents of Italian Legislative Decree 231/2001.

**24.2** The Customer acknowledges that BFT S.p.A. has adopted a Code of Ethics in conformity with the provisions of Italian Legislative Decree 231/2001. The Customer also declares to have read its text, published on the website [www.bft-automation.com](http://www.bft-automation.com).

**24.3** The Customer undertakes not to implement and to ensure that its directors, employees and/or collaborators do not implement acts or behaviours that violate the Code of Ethics of BFT S.p.A. and, more generally, not to commit the crimes cited in Italian Legislative Decree 231/2001.

**24.4** The Customer also guarantees that it has established suitable measures to guarantee that the activity under this Contract is carried out in conformity with the provisions of the Code of Ethics of BFT S.p.A.

**24.5** In the event of a breach by the Customer of Italian Legislative Decree 231/01, BFT S.p.A. may terminate the Contract in accordance with Art. 1456 of the Italian Civil Code, giving simple written communication thereof to the Customer by recorded delivery letter with notice of receipt, without prejudice to the right to compensation for damages.

**24.6** Upon the opening of any criminal proceedings against the Customer for crimes relevant under Italian Legislative Decree 231/2001, BFT S.p.A. must be notified immediately and it will have the right to terminate the Contract in accordance with Art. 1456 of the Italian Civil Code.

**24.7** The Code of Ethics and the Organisation Model of BFT can be found at this address: [http://www.bft-automation.com/it\\_IT/bft/modello-organizzativo-e-codice-etico/](http://www.bft-automation.com/it_IT/bft/modello-organizzativo-e-codice-etico/).

The Customer is aware of the fact that the export or transfer of Products outside the European Union customs market or to certain entities/certain destinations may be subject to control by the competent authorities and it declares and warrants that it has implemented all measures necessary to respect the national, European and US legislation in force on export controls and international economic sanctions.



If the Products are exported or transferred by the Customer, the Customer undertakes to export or transfer those Products to customers that are not included in lists of natural or legal persons, entities or organisations subject to restrictive measures by the European Union and/or in the List of Specially Designated Nationals and Blocked Persons ("SDN List") prepared by the Office of Foreign Assets Control ("OFAC") and that they are not owned or controlled by persons or entities appearing in those lists.

The Customer will indemnify BFT S.p.A. from any liability that may be incurred by BFT S.p.A. through any violation of the provisions applicable from time to time on the control of exports and international economic sanctions in relation to the Products. The Customer undertakes to transfer the provisions of this article also to any sub-purchasers.

If the fulfilment of the obligations by BFT S.p.A. is impeded, aggravated or made excessively onerous due to the occurrence of one or more of the following events (hereafter "Exempting Events"):

- a. modification of the national, European or US legislation, including the adoption of restrictive measures or international economic sanctions against third countries, having an impact on the obligations of BFT S.p.A. and/or
- b. modification, extension or revision or any other change in interpretation, by any court or administrative authority, of the laws in force at the date of acceptance of the orders by BFT S.p.A.;
- c. lack of issuance, by any competent authority, of authorisations to sell, transfer or export the Products, where envisaged by the applicable laws;
- d. any other event, whether or not it is similar to those indicated above, beyond the control of the party against which the respective dispute could be brought, BFT S.p.A. will notify that event in writing to the Customer and will consult the same to identify any fulfilment useful for guaranteeing the correct and precise execution of the existing obligations. The execution of the respective obligations will be understood to be suspended during the consultation period. If, after the consultation, it emerges that the obligations of BFT S.p.A. cannot be executed due to intervening invalidity or unlawfulness in accordance with the applicable law, the order is understood to be terminated and the Customer does not accrue any right to compensation for damages. If the fulfilment of the existing obligations for BFT S.p.A. is not considered illegal or invalid but has become impossible or excessively onerous, the order will be suspended until

the Exempting Event has ended and BFT S.p.A. and the Customer will undertake to mitigate any prejudice deriving from that suspension. If the Exempting Event continues beyond a period of four months, the same will constitute an event of Force Majeure.

## **25. TRAINING AND TECHNICAL SUPPORT**

**25.1** At the Customer's request, BFT will carry out training courses for the Customer's staff on the use, maintenance and repair of the Product. All costs and expenses relating to the organisation and holding of those courses will be borne exclusively by the Customer and the rates of BFT S.p.A. for those courses will be those currently applied by BFT S.p.A. for such activities at the time of the Customer's request.

## **26. MISCELLANEA**

**26.1** If one or more provisions of these General Terms is/are considered to be invalid, void or inapplicable for any reason, the remaining provisions will remain valid and binding.

**26.2** In no case may the Customer transfer the rights or obligations deriving from this Contract without the prior written consent of the other Party.

**26.3** Any lack of exercise by BFT S.p.A. of a right or faculty due by virtue of the law or these GT or the Contract, or any tolerance by BFT S.p.A. of behaviours of the Customer may not in any case be considered as a waiver of the right to invoke the aforementioned rights or faculties. The express waiver of a provision of the GT will be effective only for the specific case and purpose for which it was granted.

**26.4** The Parties are autonomous and independent contracting parties, with no relationship of economic dependence.

**26.5** The rights and obligations of the Parties that, by their nature, are understood to be effective even after the termination of the Contract, will remain effective and binding even after the termination of the Contract, for any reason it occurs.

## **27. TECHNICAL RULES - QUALITY SYSTEM**

**27.1** The Customer recognises and acknowledges that the range of Products is constituted by mechanical, electromechanical, electric, electronic products, software and their accessories, whose manufacture, marketing, installation and maintenance are, in the majority of cases, subject to specific rules; therefore, their distribution and installation requires the intervention of qualified and specialist professionals, who provide to end users full information on the technical and operational characteristics of the Products, their correct installation and safety of use (in

particular, UNI standards, Italian Electrotechnical Committee rules and Legislative Decrees on systems).

In particular, the Customer recognises and acknowledges that all automated closures fall within the field of application of the Machinery Directive, with all legal consequences for dealers and installers and with the obligation to retain the technical file of the automated closure, maintenance and EC declaration of conformity, just as the other products intended for electrical systems, home automation and safety fall within the scope of application of the Italian Electrotechnical Committee rules and the Laws of the State of installation on electrical and/or safety systems.

#### **28. SOFTWARE SUPPLIED BY THE SELLER**

**28.1** If the Product requires, for its functioning, software developed by BFT S.p.A., BFT S.p.A. will provide that software to the Purchaser, together with the Product, under the conditions indicated below.

**28.2** The Software, therein including any updates supplied by BFT S.p.A., remains the exclusive property of BFT S.p.A. The Customer may use it, in the capacity of licensee, only for the functioning of the Product with which it was supplied and it may not transfer, disclose or reproduce it for third parties, or perform any modification or intervention on the same, except with the prior written authorisation of BFT S.p.A..

**28.3** If the payment for the Software (or the Product for which the software is intended) is delayed, BFT S.p.A. may grant the use of the software for a limited period, extending its duration following the due payment of the instalment at the due date. It is understood that no limitation of this nature may be applied after the price has been paid in full.

Read, confirmed and signed

Place and date

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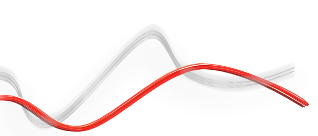
In accordance with and for the effects of Art. 1341 and 1342 of the Italian Civil Code, the Customer declares expressly to approve the following articles: Art. 4 (Delivery Terms); Art. 6 (Customer's Obligations); Art. 8 (Invoicing and Payment); Art. 9 (Warranty); Art. 11 (Customer's Obligations in the case of Defects and Complaints); Art. 13 (Intellectual and Industrial Property Rights); Art. 14. (Privacy and Confidential Information); Art. 16 (Transfer of Ownership); Art. 19 (Express Termination Clause - Limitation of Liability) Art. 20 (Withdrawal); Art. 22 (Applicable Law and Language); Art. 23 (Court with Jurisdiction); Art. 24

(Code of Ethics and Organisation, Management and Control Model).

Read, confirmed and signed

Place and date

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**Bft Spa**

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Be ahead