WARRANTY GENERAL TERMS AND CONDITIONS

1. BFT SpA (VAT Registration No. 00867710246), registered office in Schio (Vicenza) at via Lago di Vico 44, (hereinafter “BFT”), declares and guarantees that the products marketed by BFT have been made in full compliance with applicable national and international regulations.

2. Regarding the effective date and duration of the warranty provided by BFT, apart from in the case of explicit and specific exclusions, e.g. for parking systems, please refer to the regulations concerning the seller’s warranty applicable at the time that the products were sold by BFT. In particular, the relevant statutory provisions shall explicitly apply, on the basis of which the warranty is valid for (a) twenty-four (24) months from the date of delivery of the product, as demonstrated by proof of purchase, if the purchaser uses the product for purposes unrelated to their business, commercial or professional activities (without prejudice to the two-month period from the discovery of a defect for the purposes of reporting it); or (b) twelve (12) months from the date of delivery of the product, as demonstrated by proof of purchase, if the purchaser purchases the product for purposes related to their business, commercial and professional activities (without prejudice, pursuant to Article 1495 of the Italian Civil Code, to the forfeiture of the purchaser’s right to the warranty in the event of failure to report the defect within eight (8) days of discovery). On request, a copy of the proof of purchase must be shown/issued to the authorised service engineers. The warranty conditions shall not apply in any way whatsoever in the total or partial absence of this documentation.

3. All BFT products purchased can/must be registered on the site www.bft-automation.com

4. BFT guarantees the integrity and functionality of the products at the time of delivery; the Warranty only covers a product that has been properly installed and used. The warranty covers the restoration of materials acknowledged as being defective due to irregularities in the production process to their original state of conformity by means of repair or replacement free of charge. “Free of charge” refers to the essential costs required to return the aforementioned goods to conformity. For further information, please refer to the appropriate section of the site www.bft-automation.com.

5. However, it remains understood that, without prejudice to the requirements of the mandatory statutory provisions, BFT will not consider flaws/defects of the sold product for the purposes of the warranty if:

- the failures and malfunctions result from the incorrect installation of the product;
- the failures and malfunctions have been caused by a system not installed in accordance with the instructions supplied by the company;
- the damage and malfunctions are caused by the use of replacement parts and accessories which are not original BFT parts for the installation of the driver;
- the damage and malfunctions are the results of disassembly, tampering or improper repairs carried out by unauthorized personnel;
- the damage and malfunctions have been caused by the improper or incorrect use of the product by the purchaser which is not compliant with the instructions supplied by BFT;
- any damage (scratches and dents etc.) are caused to the product by transport damage;
- the product damage and malfunctions originate from the purchaser’s insufficient or unsuitable electrical, water or compressed air supply systems, or in the case of anomalies caused by environmental conditions, climatic or other natural conditions;
- the product failures and malfunctions are caused by total and/or partial dismantling of the product by unauthorized personnel and/or organisations;
- the normal wear and tear of the product;
- the causes of the failure, malfunctions and damages are due to external agents such as electrical discharges, tampering including accidental tampering, impacts including accidental impacts, exposure to humidity or steam, use in extreme environmental or thermal conditions, flooding or other natural disasters.

In light of the above, the ordinary maintenance of the product, i.e. periodic calibration and adjustment the measuring instruments is not considered work covered under the Warranty.

6. Without prejudice to the mandatory statutory provisions, it is specified that the warranty will be carried out by BFT authorised service centres. The collection, repair or any replacement under warranty of the product will take place within a time period which is compatible with the organisational needs of BFT which, in any case, undertakes to carry out these activities in the shortest possible time so as to limit as much as possible any detriment to the purchaser. The repair or replacement of the parts during the warranty period shall not involve any extension of the applicable warranty period. The parts replaced under warranty will be retained and owned by BFT.

7. Without prejudice to the statutory provisions, this warranty will no longer be valid if the purchaser or third parties, other than authorised BFT service centres, have performed work directly or indirectly on the product or carried out installations on the product or replaced its components with non-original BFT parts.

8. BFT shall not be responsible for any damages, direct or indirect, caused to persons, property or pets by the failure of the product, usage for purposes not appropriate to its nature and/or its capacity, use in excess of its capacity limit and forced suspension in its use.

9. No compensation shall be payable for the period during which the faulty system is inactive.

10. If the purchaser discovers the existence of a possible defect of the product and/or of a component thereof, the relative product, as a whole, must be delivered or shipped by the purchaser to an authorised dealer or an authorised service centre, together with the original purchase receipt of the product bearing the date of purchase and the product description.

11. If the purchaser uses the product for purposes unrelated to their business, commercial and professional activity, they can request, at their own choice, the repair or replacement of the product at no cost in both cases, provided that the defects are classified as defects of the product under the Consumer Code and that the warranty on the product sold is valid and effective. If the chosen remedy is objectively impossible or excessively expensive compared to the alternative, BFT will first assess the option of repairing the product, where possible. If the cost of repairs is not unreasonably disproportionate in relation to (a) the value and the purchase price of the product, (b) the extent of the defect and (c) the possibility that the substitution can be carried out without causing significant inconvenience to the purchaser. Should the cost of repairs be disproportionate as per the above, BFT will replace the product.

12. The work carried out by service engineers under warranty at the installation site is subject to the payment of a call-out charge.

13. If, on the contrary, the purchaser uses the product for purposes related to their business, commercial and professional activities and provided that the warranty for the product sold is valid and effective, BFT, at its discretion, can choose whether to repair or replace the product, at no expense in both cases. In the event of replacement, unless this is not possible, only the defective parts of the product will be replaced. The replaced parts will become the property of BFT and will not be returned to the purchaser. The warranty will not be extended nor will the warranty itself be renewed due to repairs or replacements made by BFT.

14. These Warranty General Terms and Conditions are governed by Italian Law.

15. Any disputes arising in relation to these Terms and Conditions, including those related to their interpretation, implementation and
In the interpretation of these General Terms and Conditions of Sale, the following terms shall have the meanings specified below:

• Vendor: BFT SpA;
• Purchaser: the purchaser of the Product(s);
• Parties: the Vendor and Purchaser considered jointly;
• Product(s): the item(s) which are the subject of the sale between Purchaser and Vendor, as described in the Sale Contract;
• Sale Contract: any contract or document, including subsequent contract or document, or amendment and/or addition thereof;
• Order(s): any communication, made not only in writing but also orally, by which the Purchaser declares to the Vendor its intention to purchase one or more products;
• Order Confirmation: the form by which the Vendor declares to the Purchaser its intention to sell one or more Products;
• Instructions for Use: the instructions for assembly, operation and maintenance which the Vendor may provide with the Product;
• Technical and Construction specifications: any document supplied by the Purchaser to the Vendor regarding the technical characteristics of the Product(s);

2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

2.1 These General Terms and Conditions apply to all purchases and sales of the Product between the Vendor and the Purchaser and shall prevail over any conditions of purchase prepared by the Purchaser, even in the absence of specific objections to the application of the same.

2.2 In the event that an existing commercial agreement and/or individual contracts of sale for the Product is/are in force between the Parties, these General Terms and Conditions shall constitute an addition to all previous agreements and/or individual sales contracts for the Product between the Vendor and Purchaser.

2.3 Any amendment or addition to these General Terms and Conditions of Sale shall be valid and effective between the Parties only if made in writing and signed by the Vendor.

2.4 These terms and conditions are valid from 1 June 2018 and supersede all previous BFT SpA general terms and conditions of sale and supply.

2.5 If any provision of these general terms and conditions of sale is invalid or incomplete, the validity of the remaining provisions shall not be affected.

2.6 BFT SpA has the right to modify these general terms and conditions of sale at any time.

3. ACCEPTANCE OF ORDERS

3.1 The order constitutes an irrevocable offer of sale by the Vendor which shall be valid for 90 (ninety) days from the date of its receipt and which formalises the agreements contained in previous negotiations between the parties.

3.2 The following are the specific requirements of the order: price and payment method; product characteristics; type of packaging; procedures for returns; methods of transport; destination; delivery terms and accompanying documentation.

3.3 The completion of the order is subject to acceptance by the Vendor, which shall be deemed to occur on the transmission of the order confirmation by the Vendor.

3.4 An order confirmation shall remain in force for 90 days from its issue but it shall no longer be valid if it has not been executed within 180 days.

3.5 The aforementioned Orders may only be altered by a subsequent written agreement.

3.6 All documentation relating to the contract must be signed by persons who have power of representation or proxy.

4. DELIVERY CONDITIONS

4.1 Delivery will generally be made ex-works - INCOTERMS 2010 ICC - Paris. However, different delivery methods may be agreed upon by means of specific agreements between the Parties.

4.2 All costs and risks, including all insurance obligations, shall be
borne by the Purchaser.

4.3 The terms of delivery should be considered purely indicative, non-essential and not binding on the Vendor. The Vendor shall not, however, be liable for late or failed deliveries attributable to force majeure or to causes beyond its control.

4.4 The delivery dates and deadlines shall be postponed if impediments occur which the supplier could not avoid despite due diligence. Such impediments are, for example, major failures in production plants, employment disputes, delayed or defective sub-supplies and force majeure. Unless otherwise agreed, partial deliveries are permitted.

4.5 If the Purchaser is aware in advance of its inability to take receipt of the goods, said Purchaser must communicate the reason to the Vendor as well as a reasonable period within which the Purchaser expects to be able to take receipt of said goods.

4.6 If the Purchaser does not accept the goods at the agreed delivery time, said Purchaser shall be required to pay the full amount that would have been payable had the delivery occurred. From the date of the goods readiness notice, to be sent to the Purchaser via email and fax, the Purchaser shall bear the costs of storage and any potential deterioration and depreciation, subject to the right of Vendor to claim compensation for any greater loss suffered.

4.7 After 30 days have expired from receipt of the notice of readiness for shipment without action being taken, the Vendor shall be entitled to terminate the contract, by special notice to be sent to the Purchaser by registered letter with return receipt, pursuant to Article 17 below.

4.8 BFT SpA reserves the right to refuse delivery if the agreed payment terms are not satisfied by the Purchaser.

4.9 BFT SpA is not responsible for delays in delivery. The Purchaser may only bring claims for damages in the event of gross negligence or wilful misconduct.

5.1 The following are included in the price of the Product according to the Seller’s standard terms. The Purchaser will be charged for the costs of any special packaging which it requests, if feasible.

5.2. The Vendor reserves the right to determine the type of packaging in accordance with the transportation requirements, except in the case of specific needs of the Purchaser as specified in the Order.

6. PRICE

6.1 The Vendor shall apply the price agreed with the Purchaser in the Sale Contract, which will not include any costs for transportation, insurance, assembly, taxes and customs fees, etc.

6.2 If changes occur in the underlying conditions for the formulation of the price, and in particular in case of currency fluctuations or state/administrative levies, taxes, customs duties, other charges, etc., which come into force in the period between the offer and the agreed delivery deadline, BFT SpA is authorised to adjust the prices and conditions according to the changes which have arisen.

6.3 In the event that the price is not specified in the Sale Contract, the price normally charged by the Vendor for the Product, according to the current price list, shall be applicable.

6.4 Unless otherwise agreed, brochures and catalogues are not binding.

6.5 No complaints or disputes shall in any circumstances entitle the Purchaser to postpone or refuse payment or to reduce the price.

7. INVOICING AND PAYMENT

7.1 The Vendor shall issue an invoice based on the price indicated in the Purchase Order Confirmation, in which the payment terms will also be specified.

7.2 If the Purchaser fails to fulfil its obligation to pay the price by the due date, the Vendor shall be entitled to interest on arrears pursuant to Legislative Decree 231/2002.

7.3 In the event of persistent late payment by the Purchaser, the Vendor will be entitled to terminate the contract and claim compensation for damages, subject to the provisions of article 11 below.

8. PRODUCT QUALITY AND VENDOR’S WARRANTY

8.1 All Products supplied by the Vendor are of good quality; they are manufactured, packaged and sold in compliance with industry regulations.

8.2. The Vendor warrants, moreover, that the Products comply with the technical specifications contained in the order and/or the technical documentation provided by the Purchaser and is liable only in respect of discrepancies between the Products and the terms specified in the said technical specifications.

8.3 Unless otherwise agreed, the Vendor guarantees that the Products will be in good working order for 24 (twenty-four) months from the date of manufacture.

8.4 The Vendor does not give any warranty in respect of the materials and/or parts of the Products which it does not produce or in respect of any damage caused by uses unknown at the time of the Order or Order Confirmation.

8.5 The warranty given by the Vendor is limited to the repair and/or replacement of defective parts due to manufacturing defects or poor quality materials, excluding parts subject to normal wear and tear and parts no longer available on the market. It also excludes failures caused by overloading, incompetent use, negligence or failure to follow the instructions provided by the Vendor. The Purchaser shall, on penalty of forfeiture of the warranty, inform the Vendor of the flaws and defects discovered in the Products in accordance with Article 11 below.

8.6. The Vendor shall not be liable for losses, whether direct or indirect, resulting from the replacement times required for the repair and/or replacement under the warranty.

8.7. The Purchaser will forfeit the warranty provided by Vendor in the event that:
• it does not perform the operations and/or installations for which it is responsible in accordance with industry standards;
• it performs or has third parties perform - without the prior written consent of the Vendor - repairs, replacements, modifications or other work on the Products during the Warranty period;
• it does not comply with the guidelines, procedures for use and instructions of the Vendor relating to the proper use and regular maintenance of the Products.

9. OBLIGATIONS OF THE PURCHASER

9.1 The Purchaser must have the facilities and means necessary for the proper use of the Products and must be familiar with their characteristics and have full technological knowledge and skills necessary for their correct use.

9.2 The Purchaser shall also, in the implementation of this Contract,
comply with and respect all local laws and regulations including best business practices and shall indemnify the Vendor against any loss, whether direct or indirect, suffered by the Vendor as result of any infringement by the Purchaser of such laws and regulations.

9.3. It is agreed that the Purchaser bears full responsibility for the failure to inform the Vendor about the local laws and regulations in force in the Country in which the Product will be used. In such case, any costs incurred for ensuring that the Product complies with the provisions of the laws and regulations of the Country in which it is to be used shall be borne exclusively by the Purchaser.

9.4 If the Purchaser fails to fulfil its obligations under the preceding two paragraphs, it must in all cases:
- collect the Products ordered and those being delivered and bear the associated costs of delivery;
- make the payments due based on the orders made;
- indemnify and continue to indemnify the Vendor against any loss, direct or indirect, suffered by the Vendor as a result of any infringement by the Purchaser of the aforementioned regulations.

10. FAULTS AND COMPLAINTS

10.1 The following applies in relation to faults and complaints relating to the Product:
 a) complaints relating to generally recognisable faults associated with the Product must be reported in writing, on penalty of forfeiture of the warranty, within 30 (thirty) days of its delivery; in other cases, the deadline of 8 (eight) days shall run from the discovery of the faults in question. In both cases, the complaints must be supported by samples taken jointly with the Vendor or by a person appointed for the purpose by the Vendor within 40 (forty) days from the presentation of the claim. Complaints about the Product cannot be considered if they refer to features that are not indicated in the Technical Specifications or do not relate to the normal use of the Product.
 b) any packaging defects must be reported in writing, on penalty of forfeiture of the warranty, at the time of delivery.
 c) no complaint about the quality and/or integrity of the Product and packaging will be accepted:
 i) if the Purchaser has not made the Product available for the necessary inspections.

10.2 It is compulsory for the Purchaser to store the Product it believes to be defective in a suitable place available to the Vendor for the necessary assessments and, in any case, to take all necessary measures to reduce the risk of further damage to the said Product.

10.3 In all cases, the Purchaser is obliged, from the moment of discovering the defects, to immediately stop using the Product which is supposed to be defective and to take all measures necessary to limit damage to said Product.

10.4 The Vendor’s liability shall be limited to flaws attributable to manufacturing defects.

10.5 Failure to send complaints or disputes by the aforementioned deadlines and/or the use of the Product by the Purchaser despite having discovered defects, constitutes unconditional acceptance of the Product as well as a waiver of any complaint or dispute relating to the same.

11. OBLIGATIONS OF THE PURCHASER IN CASE OF DEFECTS AND COMPLAINTS

11.1 The Purchaser shall, without delay and in compliance with the provisions specified in Article 10 above, notify the Vendor of all defects, including apparent defects relating to quality and quantity. Such notification shall be sent no later than the deadlines specified in Article 10 above; during this period the Product shall be made available for return to the Vendor, which will provide all the necessary instructions.

11.2 In case of defects which may cause damages, such notice shall be given immediately.

11.3 The notification must contain a description of the defect.

11.4 If such notification is not sent by the specified deadlines, the Vendor will lose the right to replacement/repair of the Product.

11.5 In the event that the Purchaser has notified the defects by the relevant deadline but no defect is discovered, the Vendor will be entitled to dismiss the complaint.

11.6 It is compulsory for the Purchaser, on penalty of forfeiting the right to bring a valid complaint, to store the Product it believes to be defective in a suitable place available to the Vendor for the necessary investigations and, in all cases, to take all necessary measures to reduce the risk of further damage to the said Product.

12. FORCE MAJEURE

12.1 The Vendor shall not be liable for late delivery or for the non-fulfilment of contractual terms directly or indirectly caused by:
- instances of force majeure (the following is a non-exhaustive list of such events for purposes of this clause: legal bans, wars, uprisings, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics);
- circumstances outside of the Vendor’s control which prevent the recruitment of labour or the sourcing of materials, raw materials, components, systems in general, energy, fuel, transportation, licenses or government orders.

13. ADVERTISING BROCHURES, TECHNICAL DRAWINGS AND DOCUMENTS

13.1 Unless otherwise agreed, advertising brochures and catalogues are not binding. The information provided on the technical documents is only binding if it is expressly guaranteed.

14. INTELLECTUAL PROPERTY

14.1 All information, technical standards, specifications and procedures provided by the Vendor are the sole property of the Vendor. No trademark license or license to use patents or other industrial or intellectual property rights, relating to the technical specifications and know how provided, is granted to the Purchaser with the signature of this Contract.

14.2 The sale of the Product to the Purchaser does not imply, even if intended for distribution or any other form of commercialisation of the Product, the granting of licences or other rights to trademarks, patents or other intellectual property rights.

14.3 None of the drawings, technical documents, specifications, illustrations and other information related to the Product and its creation, supplied by the Vendor, may be used without the express written permission of the Vendor; save for the purposes for which they were transmitted, e.g. for the use, maintenance and marketing of the Product.

14.2 The Purchaser shall, upon termination of the relationship or completion of the contract, promptly return to the Vendor all information, documents and specifications owned by the Vendor.

15. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

15.1 The Purchaser and Vendor acknowledge that each Party may disclose to the other Party confidential information relating to their own businesses. Each Party agrees to keep such information confidential and not disclose the contents thereof to any third party, to use such information only for the purposes of the Sale Contract and to return, at the request of the other Party, any documents received which contain
16. SAFETY STANDARDS

16.1 The Products are manufactured in accordance with Italian safety standards. It is agreed that the Purchaser bears full responsibility for any failure to inform the Vendor about the local laws and regulations in force in the Country in which the Product will be used. In such case, any costs incurred for ensuring that the Product complies with the provisions of the laws and regulations of the Country in which it is to be used shall be borne exclusively by the Purchaser.

17. DATA PROTECTION

17.1 With the purchase order and/or by registering on the BFT Website, the Purchaser expresses its consent to the processing of its personal data, pursuant to Article 13 of the GDPR - Regulation (EU) 2016/679 and national legislation on the protection of personal data, subject to viewing the extended version of the privacy statement available on the BFT website.

17.2 The processing, storage and transmission of personal data is performed in compliance with all precautionary measures, guaranteeing its security and confidentiality, in accordance with the provisions of the GDPR and for the sole purpose of being able to effectively fulfill the obligations envisaged by legal, civil, and fiscal laws related to the economic activity of the company including the management of collections and payments deriving from the execution of contracts. The Data Controller is: BFT SpA, registered office in Schio (Vicenza), via Lago di Vico 44

For any information on data protection, please send an e-mail to the following address: marketing.cs@bft-automation.com

The privacy statement can be found online at: https://www.bft-automation.com/credits-privacy-cookies/privacy/

18. APPLICABLE LAW AND COMPETENT COURT

18.1 These General Terms and Conditions and the related Sales Contracts are governed by Italian law.

18.2 Any disputes arising in relation to these Terms and Conditions, including those related to its interpretation, implementation and termination, shall be referred to the exclusive jurisdiction of the Court of Vicenza, without prejudice, where applicable, to the provisions of the Consumer Code.

18.3 The language governing these General Terms and Conditions is Italian, notwithstanding any translation into another language. In case of inconsistency between the Italian text and the translated text, the Parties agree that the Italian text shall prevail and will be the official document used to interpret these General Terms and Conditions.


19. CODE OF ETHICS AND ORGANISATION, MANAGEMENT AND CONTROL MODEL

19.1 The Purchaser declares to be aware of the current legislation regarding the administrative responsibility of companies and the provisions of the Legislative Decree 231/2001.

19.2 The Purchaser acknowledges that BFT SpA has adopted a Code of Ethics in compliance with the provisions of Legislative Decree 231/2001. The Customer also declares to have read the text published on the website at: https://www.bft-automation.com/bft/modello-organizzativo-e-codice-etico/

19.3 The Purchaser undertakes, along with its directors, employees and/or contractors, not to carry out any actions that violate the BFT SpA Code of Ethics and, more generally, the commission of the offences referred to by Legislative Decree 231/2001.

19.4 The Purchaser also guarantees to have implemented appropriate measures to ensure compliance with the performance of the activities covered by this contract, in accordance with the provisions of the BFT SpA Code of Ethics.

19.5 In case of non-compliance by the Customer with the Legislative Decree 231/01 and the Code of Ethics, BFT SpA may terminate the contract for a breach pursuant to Article 1456 of the Civil Code, by giving simple written notice to the Customer by registered letter with return receipt, without prejudice to the request for damages.

19.6 When criminal proceedings are opened against the Seller for significant offences pursuant to Legislative Decree 231/2001, BFT SpA must be immediately notified of this and it shall have the right to terminate the contract.

19.7 The code of ethics and the BFT organisational model can be found online at: https://www.bft-automation.com/en_INT/bft/organisational-model-and-code-of-ethics/

GENERAL TERMS CONDITIONS OF SALE AND WARRANTY FOR PARKING SYSTEMS

1. DEFINITIONS

In the interpretation of these General Terms Conditions of Sale, the following terms shall have the meanings specified below:

- **Vendor:** BFT SpA;
- **Purchaser:** the purchaser of the Product(s);
- **Offer or sales proposal:** the form by which the Vendor informs the Purchaser of the characteristics of the Product, its sale price, the validity of the offer and the attached General Terms and Conditions of Sale;
- **Parties:** the Vendor and Purchaser considered jointly;
- **Product(s):** the item(s) which are the subject of the sale between Purchaser and Vendor, as described in the Sale Contract;
- **Sale Contract:** any contract or document, including subsequent contract or document, or amendment and/or addition thereof;
- **Order(s):** any communication, made not only in writing but also orally, by which the Purchaser declares to the Vendor its intention to purchase one or more products;
- **Order Confirmation:** the form by which the Vendor declares to the Purchaser its intention to sell one or more Products;
- **Instructions for Use:** the Instructions for assembly, operation and maintenance which the Vendor may provide with the Product.
- **Technical and Construction specifications:** any document supplied by the Purchaser to the Vendor regarding the technical characteristics of the Product(s);

2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

2.1 These General Terms and Conditions apply to all purchases and sales of the Product between the Vendor and the Purchaser and shall prevail over any conditions of purchase prepared by the Purchaser, even in the absence of specific objections to the application of the same.

2.2 In the event that an existing commercial agreement and/or individual contracts of sale for the Product is/are in force between the Parties, these General Terms and Conditions shall constitute an addition to all previous agreements and/or individual sales contracts for the Product between the Vendor and Purchaser.

2.3 The Purchaser acknowledges and accepts these General Terms and Conditions of Sale. Any amendment of or addition to these General Terms and Conditions of Sale shall be valid and effective between the Parties only if made in writing and signed by the Vendor.

2.4 These terms and conditions are valid from 1 June 2018 and
supersede all the previous BFT SpA general terms and conditions of sale and supply.

2.5 Should one or more of the clauses contained in these General Terms and Conditions of Sale be annulled or declared ineffective in accordance with the law, the validity of the remaining clauses remains intact.

3. CONCLUSION OF SALE CONTRACT

3.1 The offer constitutes an irrevocable offer of sale by the Vendor lasting 30 days and which formalises the agreements contained in previous negotiations between the parties.

3.2 The offer may be preceded by a site inspection conducted by the Vendor at the premises of the Purchaser and includes: price, payment terms, product characteristics, quantity, type of packaging, procedures for returns, methods of transport, destination, delivery terms and accompanying documentation, installation procedures, in addition to the General Terms and Conditions of Sale.

3.3 The Contract shall be deemed to be effective with its signature and transmission by the Purchaser to the Vendor of the offer and of General Terms and Conditions of Sale.

3.4 The offer may be modified only by a subsequent written agreement signed by both parties.

4. DELIVERY CONDITIONS

4.1 Delivery will generally be made ex-works - INCOTERMS 2010 ICC - Paris. However, different delivery methods may be agreed upon by means of specific agreements between the Parties.

4.2 All costs and risks, including all insurance obligations, shall be borne by the Purchaser.

4.3 The terms of delivery indicated in the offer or the order confirmation should be considered purely indicative, non-essential and not binding on the Vendor. The Vendor shall, however, be liable for late or failed deliveries attributable to force majeure or to causes beyond its control.

4.4 The delivery dates and deadlines shall be postponed if impediments occur which the supplier could not avoid despite due diligence. Such impediments are, for example, major failures in production plants, employment disputes, delayed or defective sub-supplies and force majeure. Unless otherwise agreed, partial deliveries are permitted.

4.5 If the Purchaser is aware in advance of its inability to take receipt of the goods, said Purchaser must communicate the reason to the Vendor as well as a reasonable period within which the Purchaser expects to be able to take receipt of said goods.

4.6 If the Purchaser does not accept the goods at the agreed delivery time, said Purchaser shall, be required to pay the full amount that would have been payable had the delivery occurred. From the date of the goods readiness notice, to be sent to the Purchaser via email and fax, the Purchaser shall bear the costs of storage and any potential deterioration and depreciation, subject to the right of Vendor to claim compensation for any greater loss suffered.

4.7 After 30 days have expired from receipt of the notice of readiness for shipment without action being taken, the Vendor shall be entitled to terminate the contract, by special notice to be sent to the Purchaser by registered letter with return receipt, pursuant to Article 18 below. In this case, the Seller will have the right to demand payment of a penalty equal to 10% of the value of the order, subject, in any case, to the right of the Seller to claim for compensation for greater damages incurred.

4.8 BFT SpA reserves the right to refuse delivery if the agreed payment terms are not satisfied by the Purchaser.

4.9 BFT SpA is not responsible for delays in delivery. The Purchaser may only bring claims for damages in the event of gross negligence or wilful misconduct.

4.10 The Purchaser must confirm receipt of the goods by countersigning the delivery note accompanying the goods with a legally valid signature. The Purchaser also guarantees that only authorised representatives shall sign for the goods.

5. PACKAGING FOR TRANSPORTATION

5.1 The cost of packaging is included in the price of the Product according to the Seller’s standard terms. The Purchaser will be charged for the costs of any special packaging which it requests, if feasible.

5.2. The Vendor reserves the right to determine the type of packaging in accordance with the transportation requirements, except in the case of specific needs of the Purchaser as specified in the Order.

6. PRICE

6.1 The Vendor shall apply the price agreed with the Purchaser in the Sale Contract, which will not include any costs for transportation, insurance, assembly, taxes and customs fees, etc. (If EXW)

6.2 If changes occur in the underlying conditions for the formulation of the price, and in particular in case of currency fluctuations or state/administrative levies, taxes, customs duties, other charges, etc. which come into force in the period between the offer and the agreed delivery deadline, BFT SpA is authorised to adjust the prices and conditions according to the changes which have arisen.

6.3 Any price increases due to increased production costs based on changes in the prices of raw materials, labour and other costs which arise subsequent to the Sale Contract shall be borne by the Purchaser.

6.4 In the event that the price is not specified in the Sale Contract, the price normally charged by the Vendor for the Product, according to the current price list, shall be applicable. 6.4 No complaints or disputes shall in any circumstances entitle the Purchaser to postpone or refuse payment or reduce the price.

7. INVOICING AND PAYMENT

7.1 The Seller will issue an invoice based on the price indicated in Article 6 above. The payment terms will also be determined in the Sales Contract (or in the Order, the Order Confirmation or the Offer). If the Sales Contract (or the Order, the Order Confirmation or the Offer) does not contain the payment terms and conditions, said payment must be made as follows: 20% by bank transfer at the time of order (or the signature of the offer and the General Terms and Conditions of Sale) and the remaining 80% 60 (sixty) days from the date of delivery.

7.2 If the Purchaser fails to fulfil its obligation to pay the price by the due date, the Vendor shall, be entitled to interest on arrears pursuant to Legislative Decree 231/2002.

7.3 In the event of persistent late payment by the Purchaser, the Vendor will be entitled to terminate the contract and claim compensation for damages, subject to the provisions of article 11 below.

7.4 In the case of split delivery, failure to pay by the agreed deadlines for the individual deliveries will entitle the Seller to suspend subsequent deliveries until the balance due has been paid.

8. PRODUCT QUALITY AND VENDOR’S WARRANTY

8.1 All Products supplied by the Vendor are of good quality; they are manufactured, packaged and sold in compliance with industry regulations and the technical specifications outlined in the offer.
8.2 The Vendor is only responsible for discrepancies between the Product and the aforementioned technical specifications.

8.3 The Vendor guarantees that the products shall function properly for 12 (twelve) months from the date of installation and commissioning, certified by a specific dated and signed report/declaration. Longer warranty periods may be established by agreement of the parties but they shall not exceed 18 (eighteen) months from the invoice date of the Product.

8.4. The Vendor does not give any warranty in respect of the materials and/or parts of the Products which it does not produce or in respect of any damage caused by uses unknown at the time of the Order or Order Confirmation (or Acceptance of the Offer).

8.5 The warranty given by the Vendor is limited to the repair and/or replacement of defective parts due to manufacturing defects or poor quality materials, excluding parts subject to normal wear and tear and parts no longer available on the market. It also excludes failures caused by overloading, incompetent use, negligence or failure to follow the instructions provided by the Vendor. The Purchaser shall, on penalty of forfeiture of the warranty, inform the Vendor of the flaws and defects discovered in the Products in accordance with Article 11 below.

8.6. The Vendor shall not be liable for losses, whether direct or indirect, resulting from the replacement times required for the repair and/or replacement under the warranty.

8.7. The Purchaser will forfeit the warranty provided by Vendor in the event that:
• it does not perform the installation and commissioning within 3 (three) months of delivery of the Product;
• it does not accept that the installation and commissioning should be carried out by technicians/installers sent directly by the Vendor or it directly organises the installation itself, without the prior written consent of the Vendor;
• it does not perform the operations and/or installations for which it is responsible in accordance with industry standards;
• it performs or has third parties perform - without the prior written consent of the Vendor - repairs, replacements, modifications or other work on the Products during the warranty period;
• it does not comply with the guidelines, procedures for use and instructions of the Vendor relating to the proper use and regular maintenance of the Products.

8.8 In case of installation and commissioning performed by third parties which are not specifically authorised by the Vendor as provided for by Article 8.7, first paragraph, the warranty will cover only the Product in its original configuration.

9. OBLIGATIONS OF THE PURCHASER

9.1 The Purchaser must have the facilities and means necessary for the proper use of the Products and must be familiar with their characteristics and have full technological knowledge and skills necessary for their correct use in accordance with the instructions of use, with which it undertakes to comply.

9.2 The Purchaser must ensure that the relevant systems and areas comply with the requirements specified by the Vendor prior to the installation of the Products.

9.3 It is agreed that the Vendor will be responsible for the installation and commissioning of the Products unless otherwise agreed in writing between the Parties. To this end, the Vendor will provide the Purchaser which the technical advice necessary for the completion of these operations and will dispatch technicians/installers directly. The Purchaser will facilitate their installation and commissioning work in the zones referred to in Article 9.2, in all possible ways.

9.4 The Purchaser shall also, in the implementation of this Contract, comply with and respect all local laws and regulations including best business practices and shall indemnify the Vendor against any loss, whether direct or indirect, suffered by the Vendor as result of any infringement by the Purchaser of such laws and regulations.

9.5 It is agreed that the Purchaser bears sole responsibility for the failure to inform the Vendor about the local laws and regulations in force in the country in which the Product will be installed and used. In such case, any costs incurred for ensuring that the Product complies with the provisions of the laws and regulations of the country in which it is to be installed/used shall be borne exclusively by the Purchaser, which in any case must indemnify and keep the Seller indemnified against any damage, direct or indirect, suffered by the Seller as a result of any violation of the aforementioned legislation and regulations perpetrated by the Purchaser.

9.6 If the Purchaser fails to fulfil its obligations under the two preceding paragraphs, it must in all cases:
• collect the Products ordered and those being delivered and bear the associated costs of delivery;
• make the payments due based on the orders made;
• indemnify and continue to indemnify the Vendor against any loss, direct or indirect, suffered by the Vendor as a result of any infringement by the Purchaser of the aforementioned regulations.

10. FAULTS AND COMPLAINTS

10.1 The following applies in relation to faults and complaints relating to the Product:
• a) complaints relating to generally recognisable faults associated with the Product must be reported in writing, on penalty of forfeiture of the warranty, within 30 (thirty) days of its delivery; in other cases, the deadline of 8 (eight) days shall run from the discovery of the faults in question. In both cases, the complaints must be supported by samples taken jointly with the Vendor or by a person appointed for the purpose by the Vendor within 40 (forty) days from the presentation of the claim.
• b) Complaints about the Product cannot be considered if they refer to features that are not indicated in the Technical Specifications or do not relate to the normal usage of the Product or if the Product has not been installed in accordance with industry standards and inspected by technicians/installers dispatched directly and/or recommended and/or approved by the Vendor.
• c) if installation and commissioning have been carried out in accordance with Article 8.8, complaints about products that are not in their original configuration cannot be considered, including any ancillary equipment excluded from the guarantee under points a) b) and c).
• d) by any packaging defects must be reported in writing, on penalty of forfeiture of the warranty, at the time of delivery.
• e) no complaint about the quality and/or integrity of the Product and packaging will be accepted:
  • in case of evident defects, if the Purchaser has not confirmed this in writing at the time of delivery, or
  • if the Purchaser has not made the Product available for the necessary inspections.
• f) if the Product has been installed and tested in accordance with industrial standards by technicians/installers dispatched directly and/or recommended and/or approved by the Vendor or, having been installed pursuant to Art. 8.8, the Product is not in its original configuration and/or the warranty is excluded on the basis of points a) b) and c).

10.2 It is compulsory for the Purchaser to store the Product it believes to be defective in a suitable place available to the Vendor for the necessary assessments and, in any case, to take all necessary measures to reduce the risk of further damage to the said Product.

10.3 In all cases, the Purchaser is obliged, from the moment of discovering the defects, to immediately stop using the Product which is supposed to be defective and to take all measures necessary to limit damage to said Product.

10.4 If the verification of the goods leads to the discovery of a defect
attributable to the manufacturing process, the Vendor’s obligation will be limited to replacing the products deemed unusable, without being obliged to pay compensation for any direct or indirect loss or expenses of whatever nature or cause, without prejudice to the procedures set out in Article 11.1.

10.5 The Vendor’s liability shall be limited to flaws attributable to manufacturing defects.

10.6 Failure to send complaints or disputes by the aforementioned deadlines and/or the use of the Product by the Purchaser despite discovering defects, constitutes unconditional acceptance of the Product as well as a waiver of any complaint or dispute relating to the same.

11. OBLIGATIONS OF THE PURCHASER IN CASE OF DEFECTS AND COMPLAINTS

11.1 The Purchaser shall, without delay and in compliance with the provisions specified in Article 10 above, notify the Vendor of all defects, including apparent defects relating to quality and quantity. This notification shall be sent no later than the deadlines specified in Article 10 above: during this period the Product shall be made available for return to the Vendor, which will provide all the necessary instructions and within 24 (twenty-four) hours if the operation can be managed through remote customer support or within 48 (forty-eight) hours if the operation requires an agent to be despatched by the Vendor; the Purchaser is aware that any response will occur from Monday to Friday during the following hours: 8.00-12.00 and 14.00-18.00.

11.2 In case of defects which may cause damages, such notice shall be given immediately.

11.3 The notification must contain a description of the defect.

11.4 If such notification is not sent by the deadlines specified, without prejudice to the provisions regarding the correct installation of the Product, the Purchaser will lose the right to replacement/repair of the Product.

11.5 In the event that the Purchaser has notified the defects by the relevant deadline but no defect is discovered, the Vendor will be entitled to dismiss the complaint.

11.6 Unless otherwise agreed between the Parties, the Purchaser shall be responsible for covering all transport and import costs/duties relating to the return of the defective products.

11.7 In any event, the Purchaser is obliged, on penalty of forfeiting the right to bring a valid complaint, to store the Product deemed to be effective in accordance with the provisions of Article 10.2.

12. RETENTION OF TITLE

12.1 The Product shall remain the property of the Vendor until such time as the price has been paid in full.

12.2 The Purchaser, at the Vendor’s request, shall provide assistance to the latter so that the Vendor is able retain its right of title in accordance with the layout of the place in question. The retention of title will not in any way affect the transfer of risk.

12.3 Until full payment of the Product has been made, the Purchaser will be considered to simply have possession of said Product and therefore the Purchaser must keep it in perfect condition, as required by Article 1768 of the Italian Civil Code.

12.4 It is agreed that the Vendor will be entitled to exercise its right to retention of title to the Product if the price has not been paid in full after one year has elapsed from delivery of the Product.

13. RESPONSIBILITY OF THE PURCHASER

13.1 The Vendor shall not be liable for losses to third parties and/or products caused by the Purchaser.

13.2 The Purchaser shall indemnify the Vendor in the event that the Vendor incurs liability as described above with respect to third parties.

13.3 In the event that a third party claims losses against one of the parties, the party involved must give immediate written notice thereof to the other.

14. FORCE MAJEURE

14.1 The Vendor shall not be liable for late delivery or for the non-fulfilment of contractual terms directly or indirectly caused by:

- instances of force majeure (the following is a non-exhaustive list of such events for purposes of this clause: legal bans, wars, uprisings, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics);
- circumstances outside of the Vendor’s control which prevent the recruitment of labour or the sourcing of materials, raw materials, components, systems in general, energy, fuel, transportation, licenses or government orders.

14.2 In the event that an event of force majeure prevents the Purchaser from carrying out its obligations, it shall indemnify the Vendor for the costs incurred for insurance and storage of the Product.

15. ADVERTISING BROCHURES, TECHNICAL DRAWINGS AND DOCUMENTS

15.1 Unless otherwise agreed, advertising brochures and catalogues are not binding. The information provided on the technical documents is only binding if it is expressly guaranteed.

15.2 None of the drawings, technical documents, specifications, illustrations and other information related to the Product and its creation, supplied by the Vendor, may be used without the express written permission of the Vendor, save for the purposes for which they were transmitted, e.g. for the use, maintenance and marketing of the Product.

15.3 The sale of the Product to the Purchaser does not imply, even if intended for distribution or any other form of commercialisation of the Product, the granting of licences or other rights to trademarks, patents or other intellectual property rights.

16. INTELLECTUAL PROPERTY

16.1 All information, technical standards, specifications and procedures provided by the Vendor are the sole property of the Vendor. No trademark license or license to use patents or other industrial or intellectual property rights, relating to the technical specifications and know how provided, is granted to the Purchaser with the signature of this Contract.

16.2 The sale of the Product to the Purchaser does not imply, even if intended for distribution or any other form of marketing of the Product, the granting of licences or other rights to trademarks, patents or other intellectual property rights.

16.3 The Purchaser shall, upon termination of the relationship or completion of the contract, promptly return to the Vendor all information, documents, specifications owned by the Vendor.

17. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

17.1 The Purchaser and Vendor acknowledge that each Party may disclose to the other Party confidential information relating to their own businesses. Each Party agrees to keep such information confidential.
and not disclose the contents thereof to any third party, to use such information only for the purposes of the Sale Contract and to return, at the request of the other Party, any documents received which contain confidential information.

17.2 This confidentiality obligation extends to the representatives, consultants, assistants, supervisors and third parties appointed by the Parties during the execution of the Contract.

18. EXPRESS TERMINATION CLAUSE AND PENALTY

18.1 Pursuant to Article 1456 of the Civil Code, the Sale Contract will be cancelled, subject to a declaration to this effect by the Vendor, if the Purchaser:
• fails to make a payment;
• has not accepted the Products 30 days after the sending of the notice of readiness for shipment;
• if the technical and construction specifications provided by the Purchaser are not suitable/adequate, and/or are not in compliance with the regulations in force.

18.2 In the event of termination of the Contract pursuant to Article 18.1, the Purchaser will be required to pay a penalty equal to 10% of the agreed sale price, to be paid within 7 days of receipt of the termination notice from the Vendor, without prejudice to the Vendor’s right to claim compensation for the further losses.

19. SAFETY STANDARDS

19.1 The Products are manufactured in accordance with Italian safety standards. It is agreed that the Purchaser bears full responsibility for any failure to inform the Vendor about the local laws and regulations in force in the Country in which the Product will be used. In such case, any costs incurred for ensuring that the Product complies with the provisions of the laws and regulations of the Country in which it is to be used shall be borne exclusively by the Purchaser.

20. INSTALLATION AND COMMISSIONING

20.1 The installation and commissioning of the Products sold are regulated and governed by the provisions of Annex 2 to these General Terms and Conditions, which constitutes an integral part of the latter; therefore knowledge and acceptance of these General Terms and Conditions also implies knowledge and acceptance of the provisions of said Annex.

21. DATA PROTECTION

21.1 Upon receipt of the offer and/or registration on the BFT Website, the Buyer expresses their consent to the processing of their personal data, pursuant to Article 13 GDPR - Regulation (EU) 2016/679 and national legislation on the protection of personal data, subject to viewing the extended version of the privacy statement available on the BFT website.

21.2 The processing, storage and transmission of personal data is performed in compliance with all precautionary measures, guaranteeing its security and confidentiality, in accordance with the provisions of the GDPR and for the sole purpose of being able to effectively fulfill the obligations envisaged by legal, civil and fiscal laws related to the economic activity of the company including the management of collections and payments deriving from the execution of contracts.

The Data Controller is: BFT SpA, registered office in Schio (Vicenza), via Lago di Vico 44
For any information on data protection, please send an e-mail to the following address: marketing.cs@bft-automation.com
The privacy statement can be found online at: https://www.bft-automation.com/crediti-privacy-cookies/privacy/

22. APPLICABLE LAW AND LANGUAGE

22.1 All matters not regulated by the General Terms and Conditions of Sale or the individual sale contracts are governed by Italian law.

22.2 Any disputes arising from the application of the General Terms and Conditions of Sale, the interpretation thereof or of the individual sale contracts, are governed by Italian law.

22.3 The language governing these General Terms and Conditions shall be Italian, notwithstanding any translation into another language. In case of inconsistency between the Italian text and the translated text, the Parties agree that the Italian text shall prevail and will be the official document used to interpret these General Terms and Conditions.


23. COMPETENT COURT

23.1 Any disputes arising in relation to the Sale Contract, including those related to its validity, interpretation, implementation and termination, shall be referred to the exclusive jurisdiction of the Court of Vicenza, without prejudice, where applicable, to the provisions of the Consumer Code.

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

24.1 The Purchaser declares to be aware of the current legislation regarding the administrative responsibility of companies and the provisions of the Legislative Decree 231/2001.

24.2 The Purchaser acknowledges that BFT SpA has adopted a Code of Ethics in compliance with the provisions of Legislative Decree 231/2001. The Customer also declares to have read the text published on the website at: https://www.bft-automation.com/bft/modello-organizzativo-e-codice-etico/

24.3 The Purchaser undertakes, along with its directors, employees and/or contractors, not to carry out any actions that violate the BFT SpA Code of Ethics and, more generally, the commission of the offences referred to by Legislative Decree 231/2001.

24.4 The Purchaser also guarantees that it has implemented appropriate measures to ensure compliance with the performance of the activities covered by this contract, in accordance with the provisions of the Code of Ethics of BFT SpA.

24.5 In case of non-compliance by the Customer with Legislative Decree 231/01 and the Code of Ethics, BFT SpA may terminate the contract for a breach pursuant to Article 1456 of the Civil Code, by giving simple written notice to the Customer by registered letter with return receipt, without prejudice to the request for damages.

24.6 When criminal proceedings are opened against the Seller for significant offences pursuant to Legislative Decree 231/2001, BFT SpA must be immediately notified of this and it shall have the right to terminate the contract.

24.7 The code of ethics and the BFT organisational model can be found online at: https://www.bft-automation.com/en_INT/bft/organisational-model-and-code-of-ethics/
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IRELAND
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CROATIA
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PORTUGAL
BFT SA-COMERCIO DE AUTOMATISMOS E MATERIAL DE SEGURANÇA

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BFT CZ S.R.O.

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BFT RUSSIA

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INDIA
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