

THE SELLER 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 and conditions indicated below will have the meaning attributed to them, with the singular including the plural and vice versa, and the words denoting a gender also including the other gender:

- **Contract:** the set of contractual documents that regulates the relationship between the Seller and the Customer, including the documents in paper or digital form, even via the internet, referred to, required and/or cited by these General Terms, in particular, Sale Offer of BFT (if submitted), purchase order of the Customer, Order Confirmation as well as these General Terms (as modified) together with the respective Annexes;

- **The Seller:** BFT - ADRIA d. o. o., a limited liability company established and operating under Croatian laws, with its registered office at Obrovac 39, HR-51218 Dražice, Republic of Croatia, registered with the court registry of the Commercial Court in Rijeka, under the registration number (MBS): 040211930, Croatian PIN (OIB): 89999183455;

- **Customer:** the company, other entity, and/or professional (i.e., an individual performing a registered business activity and/or involved in trade, business, craft or profession), who enters into the Contract with the Seller with exclusion of any individual being a consumer within the meaning of the applicable law.;

- **Special Terms of Contract:** the document (that can be also included in or attached to the Sale Offer of the Seller, expressly referring to these General Terms) 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. 3.4 of the GT;

- **Force Majeure:** any objective external, extraordinary and unforeseeable event or circumstance arising after the Effective Date, that is outside the control of the affected Party, that could not be reasonably prevented, eliminated or avoided, and that has the effect of impeding a Party in duly and/or timely fulfilling one or all of its obligations envisaged by the Contract;

- **Instructions for Use:** any installation, use and maintenance instructions attached to the Contract by the Seller;

- **Applicable Laws:** means any domestic, state and/or European, including regional, provincial and municipal, legislation, orders, decrees, regulations and rules of any

public authority having jurisdiction over the execution of the obligations of the Parties under the Contract;

- **Order Confirmation:** means the document prepared by the Seller accepting the Customer's binding offer contained in the Purchase Order;

- **Purchase Order:** means the document prepared by the Customer, constituting an irrevocable binding offer to conclude the Contract, having a term of 30 (thirty) calendar days with effect from its receipt by the Seller;

- **Sale Offer:** means the document prepared by the Seller, indicated as such, containing the Product characteristics, the prices, the validity of the offer and the attached General Terms;

- **Party or Parties:** individually the Seller and the Customer and, jointly, both;

- **Product(s):** the product(s) sold by the Seller by way of each Contract.

2. SCOPE OF APPLICATION OF THE GENERAL TERMS

2.1 These General Terms apply to every Contract entered into between the Seller 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 expressly accepted in writing by the Seller. The GT remain fully valid and effective even if the Seller carries out, without any reservation, a supply of Products or any other performance, despite being aware of different or contrary terms used by the Customer.

2.3 In addition to these General Terms, each Contract between the Seller and the Customer will be regulated by the Special Terms of Contract indicated in the Sale Offer and/or the Order Confirmation prepared and issued by the Seller. If there is any conflict between the General Terms and the Special Terms of Contract contained in the Sale Offer and/or in the Order Confirmation, the Special Terms of Contract will prevail over the General Terms.

2.4 These General Terms are available on the website www.bft-automation.com.

2.5 No terms of any nature that may be used by the Customer, affixed or referred to on orders and/or other documents sent by the Customer will be applicable to any Contract unless expressly accepted in writing by the Seller, as those different terms are not binding even by virtue of tacit consent.

3. CONCLUSION OF CONTRACT

3.1 Unless specifically indicated otherwise, Sale Offers sent by the Seller, as well as catalogues, price lists, tariffs, propositions and any other notices, including advertisements made via the press, leaflets, radio, television, electronic media or any other means, sent or

published by the Seller, even by way of their agents, representatives or distributors, constitute a mere solicitation of a Purchase Order which is not binding for the Seller, as applicable, also with reference to specifications and/or data relating to the Products.

3.2 Sale Offers made by the Seller are exclusively valid for a period of 30 (thirty) 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. Purchase Orders must be sent in writing (by e-mail or fax with proof of receipt) by the Customer to the Seller, 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, as well as a duly signed copy of the Special Terms of Contract. The Customer undertakes to communicate immediately any change to its contact details and/or tax data to the Seller

3.3 The Purchase Order sent to the Seller by the Customer constitutes an irrevocable offer having a term of 30 (thirty) calendar days with effect from its receipt by the Seller. Purchase Orders accepted by the Seller with the Order Confirmation may not be cancelled or modified by the Customer without the written consent of the Seller. The transmission of the Customer's Purchase Order, by e-mail or fax with proof of receipt, involves full acceptance of these GT. The Seller reserves the right to add, modify or remove these GT, in whole or in part, up until the Customer sends a purchase order in accordance with Art. 3.1 below, in which case the Seller shall immediately notify the Customer of such modification and the purchase order of the Customer should be attached with such modified GT.

3.4 The Contract is understood to be finalised and becomes effective once 8 (eight) calendar days have elapsed from the date of receipt by the Customer of the Seller Order Confirmation, also containing the Special Terms of Contract.

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

3.6 The 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, the Seller

undertakes to deliver the Products as soon as possible. For multiple deliveries, if some Products are unavailable, the Seller 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 elements of the Contract and, in any case, they do not include transportation times; the Seller does not accept any liability for delays due to the carrier/transporter.

4.3 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, and the Seller reserves its rights in relation to the delay caused by or attributable to the Customer.

4.4 In no case will any delays by the Seller 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.

4.5 If the Customer is aware that it is unable to receive the Products, it must promptly inform the Seller, indicating the reason for that impossibility and an appropriate period in which it expects to be able to receive the Products.

4.6 If the delivery is delayed for a reason attributable to the Customer, the cost for storing the Products at the Seller will be charged to the Customer itself, in the sum of €100.00 (one hundred Euros) per day of delay, payable in Kuna countervalue calculated pursuant to the middle exchange rate of the Croatian National Bank applicable at the Effective Date, whereby the Seller retains any further rights it may be entitled to due to the Customer's delay, notwithstanding that the risk of damage, depreciation, loss and/or theft of the Products 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, the Seller 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.

4.7 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 the Seller 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, the Seller reserves the right to determine the best type of packaging, taking account of the transportation requirements, with costs borne by the Customer, subject to specific needs of the Customer specified in the Purchase Order and accepted by the Seller in the Order Confirmation.

6. CUSTOMER'S OBLIGATIONS

6.1 Without prejudice to all other obligations in accordance with these GT and the Contract, as well as the Applicable Laws, the Customer must:

- pay the purchase price indicated in Art. 7, within the payment deadline stipulated in the Contract, whereas the payment within the deadline constitutes an essential element of the Contract;
- 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 approved and authorized by the Seller for maintaining the Product;
- comply with and respect all legislation and regulations on the sale of the Products, under any Applicable Laws, including good commercial practices;
- indemnify and hold harmless the Seller from and against any direct or indirect damage, loss, cost or charge, incurred by the Seller due to any violation of the GT or Applicable Laws by the Customer.

6.2 the Seller 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 The Seller will apply the price indicated in the Contract. If the price is not expressly indicated, the price applied by the Seller 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 Seller Sale Offer and the delivery date, the Seller will have the right to adjust the

prices applied to the Products, notifying the Customer thereof.

7.3 The price is always shown in Croatian Kuna 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, excluding transportation, at one of the sites of the Seller, communicated to the Customer 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 the Seller 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. The Seller may grant the Customer a specific payment terms after prior analysis of the Customer's solvency by the insurer or by the Seller's accounting department. In the case of a new Customer or in the case of an Order placed by a Customer regarding whom insurer of the Seller has issued a negative opinion, the amount due shall be paid prior to delivery or the Seller may require an advance payment from such Customer.

8.2 The Seller reserves the right to defer or terminate the special terms of payment granted to Customer in case of significant change in any of the criteria that justified the granted of the special terms, and for instance the degradation of the Customer's financial situation, the withdrawal of guarantees, late payment, unfair behaviour by the Customer towards the Seller .

8.3 For payments made by bank transfer, only the actual date of credit of the amount to the bank account of the Seller will be relied upon, using the bank details indicated in the invoice.

8.4 In the event of a payment delay and/or irregularity by the Customer, the Seller will have the right to apply default interest on the amount still due, to the extent envisaged by Croatian law, without prejudice, in any case, to the right of the Seller 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 the Seller will also become immediately payable.

8.5 Any lack of or delayed payment, even partial, of the agreed price will entitle the Seller 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.

8.6 In any case, the Seller will have the right to suspend the execution of the Contract or to terminate the Contract 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 the Seller, even as part of previous supplies.

8.7 In no case will defects and/or deformities of the Products, even if recognised by the Seller, or delivery delays, or lack of or delayed collection by the Customer grant to the latter the right to suspend the payments due to the Seller by virtue of the Contract or other contractual relationships.

9. COMMERCIAL WARRANTY

9.1 The Products supplied by the Seller are manufactured, packaged and sold in conformity with the industry regulations in force in Croatia.

9.2 The Seller 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 technical specifications, as specified by the Seller in the Order Confirmation.

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

9.4 This 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 the Seller, tampering, inadequate or improper attempted repairs carried out by unauthorised personnel external to the Seller as applicable, 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 To exercise the warranty, 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.

9.8 The Customer must promptly check before using the Products that they are intact and free from defects. Under penalty of forfeiture of the commercial 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) calendar days from the delivery date of the Products, or, in the case of hidden defects, by and not beyond 8 (eight) calendar days from discovering the same. The burden of proof in relation to the date of discovery is held by the Customer.

9.9 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, by the Seller (on paper and/or by digital medium); in particular, without limitation of the foregoing, the Seller 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 either by the Seller 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.

9.12 In accordance with Art. 408 and Art. 435 of the Croatian Civil Code, the liability of the Seller for the material and the legal defects of the Product(s) sold under the Contract is fully and entirely excluded.

10. DEFECTS AND COMPLAINTS

10.1 In relation to defects and complaints under the warranty 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 UNDER THE WARRANTY

11.1 The Purchaser must, in respect of the terms and conditions indicated in Art. 9 and Art. 10 of these General Terms, 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 the Seller 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, the Seller may reject the complaint.

11.6 The Seller 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 The Seller 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 the Seller, 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 the Seller, as applicable, 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 the Seller 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 the Seller, the confidential information and documentation;

d) to recognise that the Seller, as applicable, 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 or destroy 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 Croatian 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 the Seller until the latter has received full payment of the price. The retention of the ownership title will not in any way affect the transfer of risks to the Customer in line with Art. 16.3. 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 Products, and the Customer must take the necessary actions to store them with all due care and diligence of a prudent and conscientious businessperson. The Customer authorises the Seller to complete, at the Customer's expense, every formality necessary to ensure that the retention of ownership title is enforceable on third parties.

16.2 Any non-payment of even just one instalment exceeding the legal limits of tolerance will entitle the

Seller to terminate the Contract with immediate effect in accordance with Art. 462 and Art. 468 of the Croatian Civil Code. The Customer shall pay a fair compensation to the Seller for the use of the Products. This is expressly without prejudice to the right of the Seller to take legal action for compensation for any greater damage suffered.

16.3 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.

16.4 In conformity with the provisions of Art. 9.8, the Customer must check the Products promptly before using them, examine the packaging, take custody of the documents and immediately communicate in writing to the Seller any ascertainable defects, for the purposes of the warranty provided by the Seller; failing to act as specified in these General Terms, 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, the Seller shall have the right to terminate the Contract with immediate effect, 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 the Seller by recorded delivery letter with notice of receipt or certified email. Failing that, the Seller 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 The warranty and the liability for defects stipulated in these General Terms extend solely and exclusively to the Customer. In the event of resale of the Products by the Customer, the Seller 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, the Seller will be entitled to terminate the individual Contract, by simple written communication to the Customer, in the following circumstances:

- a) transferring or assigning the Contract and/or the rights or obligations under the Contract without the prior written consent of the Seller;
- b) lack of respect, by the Customer, of the payment terms envisaged in the Contract;
- c) violation of provisions of the Code of Ethics, indicated in Art. 24 of this General Terms;
- d) final conviction ruling against the representatives, directors and/or shareholders of the Customer, or if the Customer's financial situation is, in the reasonable view of the Seller, likely to endanger the fulfilment of the Customer's 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, to the extent such exclusion is permitted under the terms of the Applicable Laws. 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.

19.3 Any liability of the Seller under or in connection with the Contract is excluded, except where this is due to wilful intent or gross negligence. Any compensation that the Seller 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 the Seller 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) calendar days before the effective date of the withdrawal.

20.2 The withdrawal of the Seller 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 the Seller 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 the Seller is impossible due to wilful intent or gross negligence of the Seller. Failing that, the Seller 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, and to claim compensation for any excess amount of the damages the Seller suffered.

21. PERSONAL DATA PROCESSING

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

To obtain information on personal data processing, communications should be sent to the following email address privacy@bft-automation.com

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

[automation.com/hr_HR/policy/privacy-policy/](https://www.bft-automation.com/hr_HR/policy/privacy-policy/)

22. APPLICABLE LAW AND LANGUAGE

22.1 This Contract is governed by and shall be construed in accordance with Croatian 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 English and the text of this Contract in English 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 the Seller 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 competent court of Rijeka, also for the exercise of any actions aimed at invoking the warranty for the Products.

In derogation of the foregoing, the Seller will have the right to take action before the competent 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 also acknowledges that BFT S.p.A. has adopted a Code of Ethics applicable to the whole group in conformity with the provisions of Italian Legislative Decree 231/2001. The Customer also declares to have read its text, published on the website https://www.bft-automation.com/hr_HR/bft/organizacijski-model-i-eticki-kodeks/

24.3 The Customer undertakes not to implement and to procure 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 Upon the opening of any criminal proceedings against the Customer for crimes relevant under Italian Legislative Decree 231/2001, the Seller must be notified immediately and it will have the right to terminate the Contract with immediate effect.

24.6 Either Party shall perform its obligations in compliance with the applicable laws and regulations, and undertakes to respect anti-corruption and money laundering applicable laws, in particular the U.S. 1977, Foreign Corrupt Act (FCPA), the Organization for Economic Cooperation and Development's Convention of 1997 on Bribery of Foreign Public Officials in International Business Transactions (OECD Anti-Bribery Convention), Croatian Criminal Code (Official Gazzete no. 125/11, 144/12, 56/15, 61/15, 101/17, 118/18, 126/19, 84/21; as amended from time to time), Croatian Criminal Procedure Code (Official Gazzete no. 152/08, 76/09, 80/11, 121/11, 91/12, 143/12, 56/13, 145/13, 152/14, 70/17, 126/19, 126/19; as amended from time to time), Croatian Anti Money Laundering and Terrorist Financing Law (Official Gazzete no. 108/17, 39/19; as amended from time to time), Croatian Act on the Prevention of Conflict of Interest (Official Gazzete no. NN 143/21; as amended from time to time) and any other applicable anticorruption laws.

Especially, Customer undertakes to comply with Somfy's Ethic Charter and Code of Conduct available on the website somfy-group.com and to implement fair practices and to act, prevent and fight against all forms of corruption and not to do anything actively or passively that will constitute an act of anti-corruption. In this frame, Customer expressly allows the Seller to perform any audit and agrees to respond in good faith to any related questionnaire. In case of proven act of corruption or breach by Customer of these obligations, the Seller may suspend or terminate orders without notice or compensation and subject to any damages to which the Customer may be entitled as a result of such breach.

24.7 The Code of Ethics and the Organisation Model of BFT S.p.A. can be found at this address: https://www.bft-automation.com/hr_HR/bft/organizacijski-model-i-eticki-kodeks/.

24.8 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.

24.9 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.

24.10 The Customer will indemnify the Seller, from any liability that may be incurred by the Seller, as the case may be, 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.

24.11 If the fulfilment of the obligations by the Seller 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 the Seller;

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 Purchase Orders by the Seller;

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, the Seller 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 the Seller cannot be executed due to intervening invalidity or unlawfulness in accordance with the Applicable Laws, 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 the Seller 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 the Seller 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, the Seller 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 the Seller for those courses will be those currently applied by the Seller 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, inapplicable or unenforceable for any reason under the Applicable Laws, the remaining provisions will remain valid and binding and any invalid provision shall be deemed to be severable. Each of the Parties agrees in such case to use its best efforts to negotiate in good faith a legally valid and economically equivalent replacement provision.

26.2 In no case may the Customer transfer or assign the rights or obligations deriving from this Contract without the prior written consent of the Seller

26.3 Any lack of exercise by the Seller of a right or faculty due by virtue of the law or these GT or the Contract, or any tolerance by the Seller 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 in case of invalidity or after the termination of the Contract, as the case may be, will remain effective and binding even after the termination or in case of invalidity of the Contract, for any reason it occurs.

26.6 In case of an unforeseeable financial or material circumstances (the "**Unforeseeable Event**") related to the sale by the Seller of Products covered by the GTC, resulting in the execution of any of the Parties obligations to become excessively expensive, the Parties undertake to renegotiate in good faith the term of their agreement. During the negotiation, the Parties will suspend their respective obligations related to the sale of the Products concerned by the Unforeseeable Event. If Parties fail to reach an agreement, they would have to mutually agree to terminate the agreement.

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, 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 Applicable 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 the Seller it 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 the Seller, remains the exclusive property of the Seller, as the case may be. 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 the Seller, as the case may be.

28.3 If the payment for the Software (or the Product for which the software is intended) is delayed, the Seller, as applicable, 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.