

General Conditions of Sale



Be ahead



Warranty Conditions

The warranty on BFT products, except for the parking systems for which specific documentation may be consulted, is valid for 24 months as from the date of purchase/installation, provided this is duly certified by a valid tax document (invoice or receipt) bearing the details of the installed products. On request, a copy of this document must be shown/issued to the authorised service engineers. The warranty conditions cannot be applied in the total or partial absence of this documentation. Any nonconformity defect must be reported to the seller within two months of the discovery of the said defect, under penalty of forfeiture of the rights stated in Art. 130 para 2 of Legislative Decree 206/05 "Consumer Code". All purchased BFT products can be registered on the site www.bft.it. The warranty consists in restoring materials acknowledged as 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 obtain the conformity of the above goods. Please refer to the appropriate section of the site www.bft.it for further information. The BFT warranty cannot be applicable if:

- the failure has been caused by a system not installed in accordance with the instructions supplied by the company;
- components which are not original BFT parts have been used for installing the motorization;
- the failures are the result of tampering or improper repairs carried out by unauthorized personnel;
- the failures have been caused by improper or careless use;
- the causes of the failure are due to external agents such as: electric discharges, tampering including accidental tampering, impacts including accidental impacts, exposure to humidity or vapour, use in extreme environmental or thermic conditions, flooding or other natural disasters. The repair or replacement of the parts during the warranty period shall not involve any extension of the applicable warranty period. No compensation shall be payable for the period during which the faulty system is inactive. BFT shall not be responsible for any damages, direct or indirect, caused to persons, things or pets by failure of the product, use for purposes not appropriate to its nature and/or its capacity, use in excess of its capacity limit, and forced suspension in its use.
- The BFT network of authorised service engineers is available to support all product service activities. Please refer to the appropriate section of the site www.bft.it for further information and details.
- Intervention carried out by service engineers under warranty at the installation site is subject to the payment of a call-out charge.
- The installer/Vendor, in turn, guarantees the installation, the related activities (building work, electrical work and metalwork) as well as compliance with the applicable European Directives.
- If the end user is also definable as the consumer, the above warranty will be governed in Italy according to the terms of Legislative Decree 206/05 "Consumer Code".

General Conditions of Sale

Definitions

- In the interpretation of these General Conditions of Sale, the following terms shall have the meaning specified below:
 - a) Vendor: BFT S.p.A.;
 - b) Purchaser: the purchaser of the Products;
 - c) Parties: the Vendor and Purchaser considered jointly;
 - d) Product / s: the subject-matter of the sale between Purchaser and Vendor, as described in the Contract of Sale;
 - e) Technical-construction specifications: any document supplied by the Purchaser to the Vendor regarding the technical characteristics of the Product/s;
 - f) Contract of Sale: any contract or instrument, including subsequent contract or instrument, or amendment and/or supplement thereof;
 - g) Order: 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;
 - h) Order Confirmation: the form by which the Vendor declares to the Purchaser its intention to sell one or more Products;
 - i) Instructions for use: the instructions for assembly, operation and maintenance which the Vendor may append to the Product.

2. Application of the General Conditions

2.1 These General Conditions apply to all purchases and sales of the Product between Vendor and 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 trade agreement and / or individual contracts of sale of the Product is/are in force between the Parties, these General Conditions shall integrate all previous agreements and / or individual contracts of sale of the Product between the Vendor and Purchaser. Any amendment of or addition to these General Conditions of Sale shall be valid and effective between the Parties only if in writing and signed by the Vendor.

3. Acceptance of Orders

3.1 The order constitutes an irrevocable offer of sale by the Vendor which lasts 90 days from the date of its receipt

and formalizes 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 return; 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 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 implemented within 180 days.

3.5 The aforementioned Orders may be altered only by subsequent agreement in writing.

4. Delivery

4.1 Delivery will generally occur EXWORKS INCOTERMS 2000 ICC - Paris. However, different delivery methods may be agreed by specific agreements of 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 indicative only, non-essential and not binding on the Vendor. The Vendor shall not, however, be liable for late deliveries or for default attributable to force majeure or to causes beyond their control.

4.4 Save as otherwise agreed, partial deliveries are allowed.

4.5 If the Purchaser is aware in advance of his inability to receive 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 receive said goods.

4.6 If the Purchaser does not accept the goods at the agreed delivery time, said Purchaser would be required to pay the full amount that would have been payable had the delivery occurred. From the date of the notice of readiness for shipment, to be sent to the Purchaser via email and via fax, the Purchaser shall bear the expenses of storage and 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, 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 art.18 below.

5. Packaging for transportation

5.1 The cost of packaging is included in the price of the Product according to the standard provided for by the Vendor. The Purchaser will be charged for the costs of special packaging requested by him, if feasible.

5.2. The Vendor reserves the right to determine the type of packaging in accordance with the requirements of transportation, 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 cost of transportation, insurance, assembly, taxes and customs fees, etc.

6.2 Any price increases due to increased production costs based on changes in the prices of raw materials, labour and other costs occurring after the Contract of Sale, must be agreed in writing and specifically approved by both parties.

6.3 In the event that the price is not indicated in the Contract of Sale, 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

7.2 The Vendor shall issue an invoice based on the price indicated in the purchase Order Confirmation, in which the payment method will also be specified.

7.2 If the Purchaser fails to fulfil its obligation to pay the price within the period due, the Vendor shall be entitled to default interest pursuant to Legislative Decree no.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 Warranty of the Vendor

8.1 All Products supplied by the Vendor are of good quality; they are manufactured, packaged and sold in compliance with the technical-construction specifications provided by the Purchaser.

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 differences of the Products from the terms specified in the said technical specifications.

8.3 The Vendor guarantees that the Products will be in good working order for 24 months from the manufacture date.

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 based on manufacturing defects or poor quality of materials, excluding parts subject to normal wear and tear and parts no longer available on the market, and also excluding failures caused by overload, inexperience in handling, negligence or failure to follow the instructions provided by the Vendor. The Purchaser shall, subject to the risk of forfeiture of its legal protections herein, 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 loss, direct or indirect, resulting from the replacement times required for the repair and / or replacement warranted.

8.7. The Purchaser will lose the warranty given by Vendor in the event that:

- it does not perform the operations and / or installations within its competence in accordance with industry standards;
- it performs or ensures the performance by third parties - without prior written consent of the Vendor - of repairs, replacements, modifications or other interventions to the Products during the warranty period;
- it does not comply with the directions, procedures for use

and information 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 know their characteristics and have full technological knowledge and capacity 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 State 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 State 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 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 laws and regulations.

10. Faults and complaints

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, at the risk of forfeiting the right, within 30 (thirty) days from its delivery; in other cases the term 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 during joint consultation with the Vendor or by a person indicated by the same within 40 (forty) days from the presentation of the claim.
- Complaints about the Product cannot be taken into consideration 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, at the risk of forfeiture of the right, at the time of delivery.
- c) no complaint about the quality and / or integrity of the Product and packaging will be accepted:
 - ii) 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 investigations and, in any case, to adopt any measures necessary to reduce the risk of further damage to the said Product.
 - 10.3 In any case the Purchaser is obliged, from the moment of discovery of the defects, to immediately stop using the Product presumed to be defective, and to take any measures necessary to limit the 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 shall be required to replace the products deemed unusable.
 - 10.5 The Vendor's liability shall be limited to defects attributable to manufacturing defects.
 - 10.6 The failure to send complaints or objections within the aforementioned deadlines and/or the use of the Product by the Purchaser despite its discovery of the defects, constitutes unconditional acceptance of the Product as well as waiver of any complaint or objection 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 art. 10 above, notify the Vendor of all defects, including apparent defects relating to quality and quantity. Such notification shall be sent by and no later than the deadlines specified in art. 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 loss, 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 within the deadlines established, the Purchaser will lose the right to replacement/repair of the Product.

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

11.6 It is compulsory for the Purchaser, at the risk 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 any case, to adopt any measures necessary 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:

- events of force majeure (the following is a non-exhaustive list of such events for purposes of this clause: legal prohibitions, wars, riots, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics);
- circumstances independent of the Vendor's control which prevent the recruitment of manpower or the sourcing of materials, raw materials, components, systems in general, energy, fuel, transport vehicles, licenses or government regulations.

The Vendor shall give prompt written notice of any cessation of force majeure.

13. Drawings and documents

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

13.2 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 grant of licences or other rights to trademarks, patents or other intellectual property rights. • 14. Intellectual property • 14.1 All information, technical standards, specifications and procedures provided by the Vendor are the sole property of the latter. No trademark license or license to exploit patents or other industrial or intellectual property rights, related to the technical specifications and know-how provided, is granted to the Purchaser by signing this Contract. • 14.2 The Purchaser shall, upon termination of the relationship or completion of the contract performance, promptly return to the Vendor all information, documents, specifications owned by the Vendor. • 15. Confidentiality and confidential information • The Purchaser and Vendor acknowledge that each Party may disclose to the other Party confidential information relating to its own business. 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 Contract of Sale and to return, following a request of the other Party, any documents received which contain confidential information. • 16. Safety standards • Products are manufactured in accordance with Italian safety standards. 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 State 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 State in which it is to be used, shall be borne exclusively by the Purchaser. • 17. Privacy • Pursuant to Legislative Decree No. 196/2003, the Vendor declares that: a) the Purchaser's data are processed and / or disclosed to third parties (e.g. banks, external consultants, etc.) in accordance with the aforementioned standards and regulations, for the purpose of implementing the contracts; b) the Purchaser is entitled to exercise the rights under Art. 13 of Law No. 675/96 (Annex 1). • 18. Governing law and jurisdiction • 18.1 The present General Conditions and the Contracts of Sale related thereto are governed by Italian law. Any disputes arising in relation to the application and interpretation of this document shall be submitted to the exclusive jurisdiction of the Tribunal of the defendant. • 18.2 Any disputes arising from the application of the General Conditions of sale, or from the interpretation of the individual contracts of sale are governed by Italian law. • 18.3 The language governing these General 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 Conditions. • 18.4 The application of the United Nations Convention on the International Sale of Goods (Vienna - 1980 - CISG) is expressly excluded. • Annex 1 • INFORMATION CONCERNING THE PROCESSING OF PERSONAL DATA (Article 13 of Legislative Decree No. 196 June 30, 2003) • Pursuant to Article 13 of Legislative Decree 196/2003, which introduced the Consolidated Privacy Law, BFT S.p.A. (the "Company") informs you, in your capacity as interested party, that your personal data ("Data") will be processed as follows: • 1. PURPOSE OF THE PROCESSING • The collection and processing of data is done by the Company for purposes of: • a. supply / sale of products, including on-line; • b. warranty and technical support pre and post-sale; • c. marketing and advertising; • d. transmission of information and promotional material; • e. personnel selection and recruitment services; • f. statistical analysis for marketing purposes; • g. survey of customer satisfaction; • h. invitations to information or promotional events. • 2. PROCESSING METHODS - DATA PROCESSING OPERATORS • The processing of data for the aforementioned purposes will occur using both automated and non-automated means and in compliance with the rules of confidentiality and security provided for by law. • The data may be processed on behalf of the company by employees, professionals or companies, agents or representatives assigned to perform specific processing services or activities complementary to those of the Company, or necessary for the operations and services of the Company. • 3. COMMUNICATION OF DATA • In light of the existence of electronic, IT or postal communications, the Data may be made available abroad, including outside the Member States of the European Union and may be disclosed to: • 1. company employees not specifically authorized; • 2. companies or other entities engaged in outsourcing for the Company. • 4. RIGHTS OF THE INTERESTED PARTY • Art. 7 of Legislative Decree 196/2003 grants the following rights: • to obtain information about the data relating to the interested party; • to obtain confirmation of the existence or otherwise of personal data relating to the interested party and their communication in intelligible form; • to obtain the cancellation or the freezing, or the updating, rectification or supplementation of the said data, as well as a statement that such operations have been brought to the attention of those to whom the information was communicated; • to oppose, for legitimate reasons, the processing of data; • to oppose processing for commercial or advertising purposes or for purposes of market research. • To exercise these rights please write to BFT S.p.A., Via Lago di Vico, 44 36015 Schio (VI). • 5. DATA CONTROLLER • The Data Controller is BFT S.p.A., Via Lago di Vico, 44 36015 Schio (VI).

General Conditions of Sale and Warranty for parking systems

a. Definitions • In the interpretation of these General Conditions of Sale, the following terms shall have the meaning specified below: • a) Vendor: BFT S.p.A.; • b) Purchaser: the purchaser of the Products; • c) Parties:

the Vendor and Purchaser considered jointly; • d) Product / s: the subject-matter of the sale between Purchaser and Vendor, as described in the Contract of Sale; • e) Technical-construction specifications: any document supplied by the Purchaser to the Vendor regarding the technical characteristics of the Product/s; • f) Contract of Sale: any contract or instrument, including subsequent contract or instrument, or amendment and/or supplement thereof; • g) Order: any communication, made not only writing but also orally by which the Purchaser declares to the Vendor its intention to purchase one or more products; • h) Offer or sale 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 General Conditions of Sale attached; • i) Instructions for use: the instructions for assembly, operation and maintenance which the Vendor may attach to the Product. • b. Application of General Conditions • 2.1 These General Conditions apply to all purchases and sales of the Product between Vendor and Purchaser and shall prevail over any conditions of purchase prepared by the Purchaser. • 2.2 In the event that an existing trade agreement and / or individual contracts of sale of the Product is/are in force between the Parties, these General Conditions shall integrate all previous agreements and / or individual contracts of sale of the Product between the Vendor and Purchaser. • 2.3 The Purchaser acknowledges and accepts these General Conditions of Sale. Any amendment of or addition to these General Conditions of Sale shall be valid and effective between the Parties only if in writing and signed by the Vendor. • 2.4 If one or more provisions of these General Conditions of Sale is/are cancelled or declared invalid by law, the validity of the remaining provisions shall remain intact. • 3. Conclusion of Contract of Sale • 3.1 The offer constitutes an irrevocable offer of sale by the Vendor which lasts 30 days and formalizes the agreements contained in previous negotiations between the parties. • 3.2 The offer may be preceded by an 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 Conditions of Sale. • 3.3 The Contract shall be deemed to be completed with the signature and transmission by the Purchaser to the Vendor of the offer and of the General Conditions of Sale. • 3.4 The offer may be modified only by subsequent written agreement signed by both parties. • 4. Delivery • 4.1 Delivery will generally occur EXWORKS INCOTERMS 2010 ICC - Paris. However, different delivery methods may be agreed by specific agreements of the Parties. • 4.2 All costs and risks, including all insurance obligations, shall be borne by the Purchaser. • 4.3 The terms of delivery specified in the offer or order confirmation should be considered indicative only, non-essential and not binding on the Vendor. The Vendor shall not, however, be liable for late deliveries or for default attributable to force majeure or to causes beyond their control. • 4.4 In the absence of agreement in writing to the contrary between the Parties, partial deliveries are allowed. • 4.5 If the Purchaser is aware in advance of his inability to receive 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 receive said goods. • 4.6 If the Purchaser does not accept the goods at the agreed delivery time, said Purchaser would be required to pay the full amount that would have been payable had the delivery occurred. From the date of the notice of readiness for shipment, to be sent to the Purchaser via email and via fax, the Purchaser shall bear the expenses for storage and potential deterioration and depreciation, subject to the right of Vendor to claim compensation for any greater loss suffered. • 4.7 After 30 days from receipt of the notice of readiness for shipment, 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 art.18 below. In this case, the Vendor shall be entitled to demand the payment of a penalty amounting to 10% of the value of the order, without prejudice to the Vendor's right to claim compensation for greater loss suffered. • 5. Packaging for transportation • 5.1 The cost of packaging is included in the price of the Product according to the standard provided for by the Vendor. The Purchaser will be charged for the costs of special packaging requested by him, if feasible. • 5.2. • The Vendor reserves the right to determine the type of packaging in accordance with the requirements of transportation, 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 cost of transportation, insurance, assembly, taxes and customs fees, etc. (if EXW) • 6.2 Any price increases due to increased production costs based on changes in the prices of raw materials, labor and other costs occurring after the Contract of Sale shall be borne by the Purchaser. • 6.3 In the event that the price is not indicated in the Contract of Sale, 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 Vendor shall invoice on the basis of the price indicated in the preceding Article 6. The methods of payment will also be determined in the sale contract (or in the Order or Order Confirmation or in the Offer). If the Contract of Sale (or the Order or the Order Confirmation or the Offer) do not contain the payment procedures and terms, payment shall be made as to 20% by bank transfer at the

time of the Order (or of the signature of the Offer and of the General Conditions of Sale) and the remaining 80% shall be paid 60 days from the date of delivery. • 7.2 If the Purchaser fails to fulfill its obligation to pay the price within the period due, the Vendor shall be entitled to default interest pursuant to Legislative Decree n.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 event of staggered deliveries, failure to pay at the deadlines agreed for the individual supplies shall entitle the Vendor to suspend further deliveries until payment of the balance due. • 8. Product Quality and Warranty of the Vendor • 8.1 All Products supplied by the Vendor are of good quality; they are manufactured, packaged and sold in compliance with the technical-construction specifications provided by the Purchaser. • 8.2. The Vendor is responsible only for Product differences based on the aforementioned technical specifications. • 8.3 The Vendor guarantees the proper functioning of the products for 12 months from the date of installation and testing, certified by appropriate record/declaration, dated and signed. Longer warranty periods may be established by agreement of the parties, but they shall not exceed 18 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 based on manufacturing defects or poor quality of materials, excluding parts subject to normal wear and tear and parts no longer available on the market, and also excluding failures caused by overload, inexperience in handling, negligence or failure to follow the instructions provided by the Vendor. The Purchaser shall, subject to the risk of forfeiture of its legal protections herein, inform the Vendor of the vices and defects discovered in the Products in accordance with article 11 below. • 8.6. The Vendor shall not be liable for loss, direct or indirect, resulting from the replacement times required for the repair and / or replacement warranted. • 8.7. The Purchaser will lose the warranty given by Vendor in the event that: • it does not perform the installation and testing within 3 months after delivery of the Product; • it does not accept that the installation and testing 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 within its competence in accordance with industry standards; • it performs or ensures the performance by third parties - without prior written consent of the Vendor - of repairs, replacements, modifications or other interventions to the Products during the warranty period; • it does not observe the directions, procedures for use and information of the Vendor relating to the proper use and regular maintenance of the Products. • 8.8. In case of installation and testing performed by third parties and not specifically authorized by the Vendor as provided for by art. 8.7, first paragraph, the warranty will cover only the Product in its original configuration, including any ancillary equipment. • 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 know their characteristics and have full technological knowledge and capacity, in accordance with the instructions for use, with which it guarantees compliance. • 9.2 The Purchaser must ensure that the relevant systems and areas are in compliance 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 testing 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 completion of these operations and will dispatch technicians / installers directly, and the Purchaser will facilitate their work of installation and testing in the zones referred to in Article 9.2 in any possible manner. • 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 full responsibility for the failure to inform the Vendor about the local laws and regulations in force in the State 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 State in which it is to be used, shall be borne exclusively by the Purchaser. • 9.6 If the Purchaser fails to fulfil its obligations under the 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 laws and regulations. • 10. Faults and complaints • The following applies in relation to faults and complaints relating to the Product: • a) complaints relating to generally recognizable faults associated with the Product must be reported in writing, at the risk of forfeiting the right, within 30 (thirty) days from its delivery; in other cases the term 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 during joint consultation with the

Vendor or by a person indicated by the same within 40 (forty) days from the presentation of the claim. • Complaints about the Product cannot be taken into consideration if they refer to features that are not indicated in the technical Specifications or do not relate to the normal use 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 indicated and / or approved by the Vendor. • If the installation and testing have been carried out in accordance with Art. 8.8, complaints about products that are not in their original configuration cannot be taken into consideration, including any equipment which is ancillary and excluded from the guarantee under the letters a) b) and c). • b) any packaging defects must be reported in writing, at the risk of forfeiture of the right, at the time of delivery. • c) no complaint about the quality and / or integrity of the Product and packaging will be accepted: • i) in case of evident defect, if the Purchaser has not confirmed this in writing at the time of delivery, or • ii) if the Purchaser has not made the Product available for the necessary inspections; • iii) if the Product has been installed and tested in accordance with industrial standards by technicians / installers dispatched directly and / or indicated and / or approved by the Vendor, or installed pursuant to art. 8.8, the Product is not in its original configuration and / or the warranty is excluded on the basis of letter 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 investigations and, in any case, to adopt any measures necessary to reduce the risk of further damage to the said Product. • 10.3 In any case the Purchaser is obliged, from the moment of discovery of the defects, to immediately stop using the Product presumed to be defective, and to take any measures necessary to limit the 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 / indirect loss or expenses of whatever nature or cause, subject to the intervention procedures provided for in art. 11.1. • 10.5 The Vendor's liability shall be limited to defects attributable to manufacturing defects. • 10.6 The failure to send complaints or objections within the aforementioned deadlines and/or the use of the Product by the Purchaser despite its discovery of the defects, constitutes unconditional acceptance of the Product as well as waiver of any complaint or objection 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 art. 10 above, notify the Vendor of all defects, including apparent defects relating to quality and quantity. Such notification shall be sent by and no later than the deadlines specified in art. 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 hours if the intervention can be managed through customer support or within 48 hours if the intervention involves the dispatch of an agent of the Vendor; the Purchaser is aware that any intervention 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 loss, 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 within the deadlines established, without prejudice to the provisions concerning the proper 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 within the relevant time period 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, at the risk of forfeiting the right to bring a valid complaint, to store the Product deemed to be effective in accordance with the provisions of art. 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 in a manner that enables the Vendor to reserve ownership in accordance with the layout of the place in question. The reservation of title will not in any way affect the transfer of risk. • 12.3 Until full payment of the Product, the Purchaser will be considered simply to have possession thereof and therefore the Purchaser must keep it in perfect condition, as required by Article 1768 of Italian Civil Code. • 12.4 It is agreed that the Vendor will be entitled to perform a 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 loss 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 loss to 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: • events of force majeure (the following is a non-exhaustive list of such events for purposes of this clause: legal prohibitions, wars, riots, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics); • circumstances independent of the Vendor's control which pre-

vent the recruitment of manpower or the sourcing of materials, raw materials, components, systems in general, energy, fuel, transport vehicles, licenses or government regulations. • The Vendor shall give prompt written notice of any cessation of force majeure. • 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. Drawings and documents • 15.1 None of the drawings, technical documents, specifications, illustrations and other information related to the Product and its creation which are transmitted by the Vendor may be used, without the express written permission of the said Vendor, save for the purposes for which they were transmitted e.g. for the use, main tenance and marketing of the Product. • 15.2 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 grant 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 latter. No trademark license or license to exploit patents or other industrial or intellectual property rights, related to the technical specifications and know-how provided, is granted to the Purchaser by signing this Contract. • 16.2 The Purchaser shall, upon termination of the relationship or completion of the contract performance, promptly return to the Vendor all information, documents, specifications owned by the Vendor. • 17. Confidentiality and confidential information • The Purchaser and Vendor acknowledge that each Party may disclose to the other Party confidential information relating to its business. 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, following a request of the other Party, any documents received which contain confidential information. • This obligation of confidentiality is extended to the representatives, consultants, assistants, supervisors and third parties assigned by the Parties during the implementation of the Contract. • 18. Express termination clause and penalty • 18.1 Pursuant to art. 1456 Civil Code, the Contract of sale 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 after 30 days have elapsed from the posting of the notice of readiness for shipment; • if the technical-construction specifications provided by the Purchaser are not suitable / adequate and / or not in compliance with the regulations in force. • 18.2 In the event of rescission of the Contract pursuant to art. 18.1, the Purchaser will be required to pay a penalty equal to 10% of the sale price agreed, to be paid within 7 days of receipt of the declaration of rescission by the Vendor, without prejudice to the latter's right to claim compensation for greater loss. • 19. Safety standards • Products are manufactured in accordance with Italian safety standards. 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 State 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 State in which it is to be used, shall be borne exclusively by the Purchaser. • 20. Installation and start-up • The installation and start-up of the products sold is regulated and governed in accordance with the provisions of Annex 2 to these General Conditions, which constitutes an integral part of the latter; therefore the knowledge and acceptance of these General Conditions also implies the knowledge and acceptance of the provisions of the said Annex. • 21. Privacy • Pursuant to Legislative Decree No. 196/2003, the Vendor declares that: a) the Purchaser's data are processed and / or disclosed to third parties (e.g. banks, external consultants, etc.) in accordance with the aforementioned standards and regulations, for the purpose of implementing the contracts; b) the Vendor, located in Via Armentera 8, 38051 Borgo Valsugana (TN) is the Data Controller; c) the Purchaser is entitled to exercise the rights under Art. 7 or 137 of Law No. 675/96 (Annex 1) • 22. Governing law and language • 22.1 All matters not regulated by the General Conditions of sale or the individual contracts of sale are governed by Italian law. • 22.2 Any disputes arising from the application of the General Conditions of sale, or from the interpretation thereof or of the individual contracts of sale, are governed by Italian law. • 22.3 The language governing these General 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 Conditions. • 22.4 The application of the United Nations Convention on the International Sale of Goods (Vienna - 1980 - CISG) is expressly excluded. • 23. Court of Competent Jurisdiction • Any disputes arising in relation to the Contract of sale, including those related to its validity, interpretation, implementation and termination, shall be referred to the exclusive jurisdiction of the Court of Trento. • Annex 1 • INFORMATION CONCERNING THE PROCESSING OF PERSONAL DATA (Article 13 of Legislative Decree No. 196 June 30, 2003) • Pursuant to Article 13 of Legislative Decree 196/2003, which introduced the Consolidated Privacy Law, BFT S.p.A. (the "Company") informs you, in your capacity as interested party, that your personal data ("Data") will be processed as follows: • 1. PURPOSE OF THE PROCESSING • The collection and processing of data is done by the Company for purposes of: • a. supply / sale of products, including on-line; • b. warranty and technical support pre-

and post-sale; • c. marketing and advertising; • d. transmission of information and promotional material; • e. personnel selection and recruitment services; • f. statistical analysis for marketing purposes; • g. survey of customer satisfaction; • h. invitations to information or promotional events. • 2. PROCESSING METHODS – DATA PROCESSING OPERATORS • The processing of data for the aforementioned purposes will occur using both automated and non-automated means and in compliance with the rules of confidentiality and security provided for by law. • The data may be processed on behalf of the company by employees, professionals or companies, agents or representatives assigned to perform specific processing services or activities complementary to those of the Company, such as promotion and marketing of the Product, also using photographs of the products supplied / sold after installation, or necessary for the operations and services of the Company. • 3. COMMUNICATION OF DATA • In light of the existence of electronic, IT or postal communications, the Data may be made available abroad, including outside the Member States of the European Union and may be disclosed to: • 1. company employees not specifically authorized; • 2. companies or other entities engaged in outsourcing for the Company; • 3. agents and representatives; • 4. third party purchasers of the Product. • 4. RIGHTS OF THE INTERESTED PARTY • Art. 7 of Legislative Decree 196/2003 grants the following rights: • to obtain information about the data relating to the interested party; • to obtain confirmation of the existence or otherwise of personal data relating to the interested party and their communication in intelligible form; • to obtain the cancellation or the freezing, or the updating, rectification or supplementation of the said data, as well as a statement that such operations have been brought to the attention of those to whom the information was communicated; • to oppose, for legitimate reasons, the processing of data; • to oppose processing for commercial or advertising purposes or for purposes of market research. • To exercise these rights please write to BFT S.p.A., Via Armentera 8, 38051 Borgo Valsugana (TN) • 5. DATA CONTROLLER • The Data Controller is BFT S.p.A., Via Armentera 8, 38051 Borgo Valsugana (TN) • Annex 2 • CONDITIONS OF INSTALLATION AND START-UP • (Start-Up) • The following is a description of the activities to be performed: • control of suitability of trigger voltage using suitable tester (230 Volt, 115Volt). • connection and turning on of apparatus using any programming and customizations if included in the offer (within the technical limitations of the equipment). • verification of operation of data lines and connections to terminals. • control of value of induction in coils (e.g. 200 uH high sensitivity coils). • setting of detector coils if part of the supply, and testing of metallic masses within fixed limits. • functional test of system (see service manual) • explanation of operation of equipment (see service manual). • explanation of parts subject to wear and tear and spare parts with introduction to the primary maintenance for maintaining the equipment in a state of efficiency. (see service manual). • issue of test certificate using the "test certificate" form. • The testing must be done in the presence of personnel authorized and / or delegated by the customer; in the absence of such authorized and / or delegated personnel, the test shall be deemed not to have been carried out, without prejudice to the express written agreement of the parties. • If at the end of the test the person delegated is not present or refuses to sign off on the test, the said test shall be deemed invalid and to be repeated at a later date to be agreed between the parties, with full invoicing of the same, save in the case of obvious malfunctions of the system attributable to the supply of the material relating to the offer. • Below is a list of activities deemed to be excluded and therefore not the responsibility of our Company: • supply and preparation of cables, construction works, civil and plant engineering works. • resolution of any problems caused by incorrect laying of cables, tampering or use of cables / equipment not recommended by the Head Office. • The start-up is dependent on the correct application of the specifications as laid down and communicated; in the event that these are not consistent with the guidelines of the Head Office, the start-up will have to be performed at a later date and must be invoiced again, save as otherwise agreed in writing. • Annex 3 • Warranty Conditions • Work carried out under warranty is performed following via fax / mail or telephone communication by the customer within the following three working days. • In the event that, following intervention to the system, the warranty conditions are not met due to incorrect use of the system or part thereof, BFT S.p.A. reserves the right to charge the customer the cost for the intervention and travel expenses amounting to Euro 800 per working day employed. • In the event that, following a customer support intervention, defects are found which result from incorrect use of the system (e.g. viruses, installed programs not part of the original installation, configuration file changes, etc.), BFT S.p.A. reserves the right to charge intervention costs of Euro 50 / hour.

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Bft Spa

Via Lago di Vico, 44
36015 Schio (VI) ITALY
T +39 0445 69 65 11
F +39 0445 69 65 22

info@bft.it

www.bft-automation.com



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