

## General terms and conditions Breda Technologie

### Article 1 RECITALS

1.1 In these general terms and conditions of sale, Breda Technologies, with headquarters in Via Sequals 17/B – 33097 Istrago of Spilimbergo (PN), Italy – VAT No. IT00589850932 hereinafter referred to as “the Vendor” undertakes to provide to the requesting party hereinafter named “the Purchaser” all the goods manufactured and/or marketed in full conformance with the provisions of applicable law.

1.2 any matter relating to this Contract that is not resolved explicitly or implicitly by the provisions contained in the Contract itself (i.e. these general terms and conditions and specific conditions agreed upon by the parties) shall be governed by:

A. The United Nations Convention on contracts for the international sale of goods (1980 Vienna Convention, hereinafter referred to as CISG), and

B. To the extent that such matters are not covered by CISG, by reference to the law of the country in which the Vendor has its place of business.

1.3 no modification of the Contract shall be valid unless agreed in writing.

### ARTICLE 2 CHARACTERISTICS OF THE GOODS

2.1 It is hereby understood and agreed that the Purchaser has received and accepted all the information relating to the goods and their use, such as weights, dimensions, capacities, prices, colours and any other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, found in the technical documents sent to or from the Vendor website. It is the Purchaser's responsibility to request in writing any additional technical information before signing the sales contract/order confirmation. Any information requested and submitted after signing of the contract/order confirmation may not form grounds for a complaint in respect of the order in progress nor may it give the Purchaser the right to withdraw from the Contract in force, but without prejudice to the terms mentioned in these terms and conditions in section 9.1 or any written agreement between the parties.

2.2 unless otherwise agreed, the Purchaser shall not acquire any right of ownership over software, drawings, etc. which may have been made available to them. The Vendor shall also remain the exclusive owner of any intellectual or industrial property rights relating to the goods.

### ARTICLE 3 INSPECTION OF GOODS BEFORE SHIPPING / DELIVERY

3.1 if the parties have agreed that the Purchaser has the right to inspect the goods before shipment, the Vendor must notify the Purchaser within a reasonable time before shipment that the goods are ready for inspection at the agreed place.

### ARTICLE 4 PRICE

4.1 the price established and binding will always be the one shown in the order confirmation sent to the Purchaser and signed for acceptance. Any changes to the price shown in the order confirmation must be notified via a new order confirmation and signed for acceptance by the Purchaser.

4.2 unless otherwise agreed in writing, the price shall not include VAT and shall not be subject to any variation or change.

#### ARTICLE 5 PAYMENT TERMS

5.1 unless otherwise agreed in writing, the payment of the price and any other amount due by the Purchaser to the Vendor shall be as set forth in the order confirmation issued by the Vendor. Forms of payment other than those indicated in the order confirmation must be agreed in advance and set forth in writing in New Order Confirmation signed for acceptance.

#### ARTICLE 6 RETENTION OF TITLE

6.1 if the parties have validly agreed on the retention of title, the goods shall remain the property of the Vendor until full payment of the price, or as otherwise agreed in writing.

#### ARTICLE 7 ORDER CONFIRMATION AND DELIVERY TERMS

7.1 the Vendor, after the negotiations with the Purchaser, shall send the Purchaser an order confirmation showing all the characteristics of the product item as agreed. The Purchaser shall have the responsibility of checking that all the data and the conditions indicated are those previously negotiated and shall give confirmation through the re-sending of the order confirmation signed for acceptance. If there are any data which have not been agreed and/or are to be modified, the Purchaser shall give prompt notice to the Vendor and request that a new order confirmation be issued in accordance with any new agreements. Only the order confirmation signed for acceptance by the Purchaser shall be binding. In the event that there is a desire to change or cancel the order confirmation already signed for acceptance by the Purchaser, the latter must forward the change or cancellation within 2 (two) working days. The Vendor, after this period, reserves the right to charge all expenses arising from any inconvenience, loss or additional expenses incurred.

7.2 the delivery terms shall be those set forth in the order confirmation. These terms shall be understood as being merely "indicative" and any delays in production may not form grounds for any complaint by the Purchaser.

7.3 after the time required for production [has elapsed], the Vendor shall give written notice to the Purchaser, who shall collect the product no later than 15 days from the date of the notice. In case of non-conformance with these terms, the Vendor reserves the right to issue a formal sales invoice from the 16th day of storage of the said product.

#### ARTICLE 8 NON - CONFORMITY OF GOODS

8.1 the Purchaser shall assume the responsibility for examining the goods after collection and for notifying the Vendor in writing of any defects or non-conformances of the goods within 8 days from the date of collection. Hidden defects or any faults not immediately visible must be notified and shall be treated in accordance with the terms of warranty mentioned in Art. 9 and 10 of these general terms and conditions of sale.

8.2 the goods shall be deemed to in conformance with the Contract notwithstanding any minor discrepancies which are customary in that particular trade or by negotiation between the parties.

8.3 it is strictly prohibited, under penalty of the revocation of the claim, to use any product item with visible non-conformances or defects without prior agreement with the Vendor. If this is not the case, the Purchaser shall bear all the labour costs necessary to rectify the fault which has been discovered.

8.4 in the event that the goods are non-conformant (and provided that the Purchaser, having notified the non-conformance in accordance with Article 8.1, decides not to retain them), the Vendor shall at its own discretion:

- (a) replace the goods with conformant goods, at no additional cost to the Purchaser, or
- (b) repair the goods, at no additional cost to the Purchaser, or
- (c) agree, in full and final settlement of the matter, with the Purchaser on an amount of compensation for the goods that are non-conformant.

8.5 remedies under this article 8 shall not include any other remedy for non-conformance.

## ARTICLE 9 WARRANTY TERMS

9.1 the manufactured goods supplied comply with the warranty prescribed in the applicable statutory law. The starting date shall be the date stated on the sales invoice.

9.2 any warranty repairs and/or replacements shall not extend the initial warranty term on the total item, nor shall they entitle the Purchaser to suspend the payment set out in the contract/order confirmation.

9.3 any substitutions under warranty shall be in respect only of that (those) part(s) of the goods which is (are) non-conformant.

## ARTICLE 10 FORFEITURE OF WARRANTY TERMS

10.1 warranty terms shall become invalid as a result of:

- Damage caused by storage not conforming to the characteristics of the material provided.
- Damage caused by abnormal use or processing of the supplied material.
- Damage caused by the use of accessories, tools or spare parts that are inappropriate or not authorized by the Vendor.
- Damage caused by the deficient or incorrect observance of the instructions of use and maintenance provided by the Vendor.

## ARTICLE 11 COOPERATION BETWEEN THE PARTIES

11.1 the Purchaser shall promptly inform the Vendor of any claim against the Purchaser by its customers or third parties regarding the delivered goods or related intellectual property rights.

11.2 the Vendor shall promptly inform the Purchaser of any claim that may give rise to any product liability on the part of the Purchaser.

## ARTICLE 12 FORCE MAJEURE

12.1 a party shall not be liable for failure to fulfil one of its obligations to the extent that it demonstrates:

- (a) that the failure to fulfil obligations was due to an impediment outside its control, or
- (b) that the failure to fulfil its obligations was due to the failure on the part of its main suppliers to deliver the goods and that it has no means by which it may avoid the effects thereof.

## ARTICLE 13 JURISDICTION

13.1 the exclusive jurisdiction is that of Pordenone (Italy).