

General Terms and Conditions

These General Terms and Conditions apply to all commercial agreements between the company BHS-Sonthofen S.r.l., with registered office in 33050 Pavia di Udine (UD), Via delle Industrie 49, registered with the Companies Register of Pordenone no. 02100330303 (hereinafter the "Supplier") and the Supplier's Customer (hereinafter the "Customer") for performance of the Supplier. Customers are defined as natural or legal persons who place orders with the Supplier in their capacity as entrepreneurs and for purposes internal to and pertaining to their entrepreneurial and/or professional activity, with the result that any application of the provisions of Legislative Decree no. 206 of 6 September 2005 (the so-called "Consumer Code") is excluded. The General Terms and Conditions shall apply to the agreed performance as follows:

1. The General Provisions (Section A.) apply to all performance of the Supplier.
2. In addition, the special provisions (Sections B. to E.) apply as follows, depending on the agreed performance:
 - Section B. shall additionally apply to a sale and delivery.
 - Section C. shall additionally apply to an assembly.
 - Section D. shall additionally apply to a lease.
 - Section E. shall additionally apply to testing.

In the event of a contradiction between these General Terms and Conditions and the provisions of an offer and/or an order confirmation, the latter provisions shall take precedence. In the event of a contradiction between the General Provisions in section A. and special provisions in sections B. to E., the special provisions of sections B. to E. shall take precedence.

A. General Provisions

1. Scope

These General Terms and Conditions apply exclusively. Deviating or supplementary terms and conditions of the Customer shall not form a part of the contract. These General Terms and Conditions shall also apply to all future agreements with the contractual partner without any further express inclusion being necessary.

2. Conclusion of contract, agreed performance, amendment of contract, text form requirement

- 2.1. Unless expressly agreed otherwise, offers of the Supplier are non-binding and shall be valid for 12 weeks.
- 2.2. The Supplier shall be entitled to withdraw from the contract prior to the commencement of the performance of the contract if, after the conclusion of the contract, the Supplier becomes aware of objective circumstances which give rise to the expectation of or prove a significant deterioration in the economic circumstances, insolvency, the opening of insolvency proceedings or the rejection of the opening of insolvency proceedings due to failure to meet the minimum required thresholds on the part of the Customer through which the fulfilment of the Supplier's claims are jeopardised.
- 2.3. The performance owed is exclusively determined by the order confirmation; in the event of contradictions, the order confirmation shall take precedence. Unless expressly agreed otherwise, provided technical performance data are approximate values only; they do not constitute an agreement as to quality, warranted characteristics or guarantees.
- 2.4. The Customer's order shall be deemed a binding offer. A contract shall be concluded by acceptance of the Supplier by sending the Customer an order confirmation that reflects the commercial terms set out in the Customer's order.
- 2.5. These General Terms and Conditions shall be deemed unconditionally accepted by the Customer by signing the order confirmation, as well as by any conclusive conduct on the part of the Customer.
- 2.6. Changes to the agreed content of the performance may be requested by either party until the contract has been fulfilled. In such a case, the Supplier shall inform the Customer whether and, if so, how the requested changes can be implemented and what effects this has on the price, deadlines and/or other elements of the contract. The Supplier reserves the right to carry out the examination of a change proposed by the Customer only against remuneration. The parties are not obliged to accept proposed changes. Change agreements must be in text form to be effective.
- 2.7. All agreements between the parties including any subsequent supplementary or deviating additional agreement must be in text form to be effective. This shall also apply to any amendment of this text form requirement.

3. Prices, terms of payment, right of retention, set-off, prohibition of assignment

- 3.1. Insofar as a price is stated as a "guide price", this is to be considered as a non-binding estimate. The actual price will be calculated according to the expenditure incurred.

- 3.2. Unless expressly agreed otherwise, the Supplier's price quotations are exclusive of packaging, delivery, transport, customs, installation, operating material and other costs and exclusive of VAT. VAT shall be payable pro rata for each agreed payment instalment. The Customer's VAT identification number is required in order to claim any tax exemptions.
 - 3.3. Unless expressly agreed otherwise, payments shall be due immediately upon invoicing.
 - 3.4. The Supplier is entitled to refuse all performance incumbent upon him from the business relationship or to provide such only against advance payment as long as the Customer is in default with payment obligations.
 - 3.5. If the Supplier becomes aware of circumstances which objectively indicate a deterioration in the Customer's financial circumstances, the Supplier shall be entitled to perform only against advance payment.
 - 3.6. The Customer shall only be entitled to set-off if its counterclaim is undisputed, acknowledged by the Supplier or is confirmed by a final and enforceable court ruling. The assignment of claims of the Customer against the Supplier shall require the prior consent of the Customer in text form in order to be effective.
 - 3.7. If it fails to pay the balance of the invoices within the agreed terms, the Supplier, without prejudice to its right to demand full payment, shall calculate to its credit interest at the rate determined by Legislative Decree No. 231/2002, as amended, from the date of expiry of the payment term until actual payment, without prejudice to its right to compensation for damages arising from late payment.
 - 3.8. In the event of non-payment of an invoice, i.e. with a delay of more than 30 calendar days, the contract shall be considered terminated by law, pursuant to and for the purposes of Art. 1456 of the Civil Code, if the Supplier declares his intention to exercise this express termination clause by sending a registered letter with return receipt or PEC to the Customer's address.
- 4. Deliveries, delivery times, reservation of self-supply**
- 4.1. Deliveries shall be made in accordance with the Incoterms 2020 specified in the offer/ order confirmation.
 - 4.2. Unless expressly agreed otherwise, the delivery times stated are not binding. The Supplier is entitled to make partial deliveries and to provide partial services insofar as these are reasonable for the Customer.
 - 4.3. The Supplier's performance obligations are subject to timely and correct self-supply of the Supplier by its suppliers. In the event of late or incorrect self-supply through no fault of the Supplier or in the event of other hindrances for which the Supplier is not responsible, such as force majeure (e.g. and not limited to natural disasters, unusual weather conditions, riots, strikes, lock-outs, pandemics, epidemics), the Supplier shall be entitled to postpone performance for the duration of the hindrance caused thereby, without default occurring. In this case, the Supplier shall inform the Customer of this immediately in text form and notify the Customer of the expected new delivery times. If the execution of an order proves to be impossible due to such events, the Supplier shall be entitled to withdraw from the contract.
- 5. Operation and maintenance, duties to cooperate, remote access**
- 5.1. Contractual items shall only be put into operation, operated and maintained in accordance with the manufacturer's documentation and the Supplier's instructions. In particular, specified maintenance intervals are to be observed and the maintenance carried out exclusively by suitable (i.e. sufficiently qualified and trained) personnel.
 - 5.2. The Customer shall ensure within its area of responsibility that the Supplier is able to perform its contractual obligations on announced dates. The Supplier shall be notified within a reasonable period of time in advance in text form of any recognisable obstacles to performance.
 - 5.3. Shall be responsible for obtaining and maintaining the public permits required for the performance of the contract.
 - 5.4. Insofar as this is technically possible for the respective contractual item, the Customer shall provide the Supplier with remote access to the contractual item for the purpose of analysing functionality, diagnosing and rectifying faults and installing software updates and upgrades. The Customer shall provide the IT infrastructure required for this purpose at its own expense.
- 6. Transfer of risk, default of the Customer**
- 6.1. The risk of accidental loss and accidental deterioration of a contractual item shall pass to the Customer in accordance with the delivery conditions agreed according to paragraph 4.1. This shall also apply to any partial performance. Until any acceptance by the Customer that may be required, the Customer shall secure any contractual items already delivered against damage, destruction and loss.

6.2. The Customer shall be in default if he does not accept the offered proper contractual performance, if he fails to cooperate or if the performance of the Supplier is delayed for other reasons for which the Customer is responsible. In the event of default in acceptance, the risk of accidental loss and accidental deterioration of the contractual item shall pass to the Customer upon occurrence thereof. The Supplier reserves the right to demand reimbursement from the Customer for the expenses incurred due to the Customer's default; further claims of the Supplier shall remain unaffected by this.

7. Protection of property

7.1. The Customer shall inform the Supplier without delay of any damage, seizure or other interference with the items owned by the Supplier, including contractual items subject to the Supplier's retention of title and rented items. In the event of seizure, the Customer shall bear all costs of recovery (including reasonable legal costs) insofar as these cannot be recovered from third parties.

7.2. The Customer is obliged to treat the items owned by the Supplier - including contractual items subject to the Supplier's retention of title and rented items - with care and to secure them against damage, destruction and loss for which the Customer is responsible.

8. Liability

8.1. Liability on the part of the Supplier, its executive bodies, employees and/or vicarious agents - irrespective of the legal grounds - shall only exist (a) in the event of a culpable breach of an obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer regularly relies and may also rely (material contractual obligation) or (b) in the event of gross negligence or intentional misconduct. In all other respects, liability of the Supplier - on whatever legal grounds - is excluded.

8.2. If the Supplier (or its executive body, employee and/or vicarious agent) is liable pursuant to clause 8.1 (a) for the breach of a material contractual obligation without gross negligence or intent, the liability shall be limited to the extent of the damage which the Supplier could typically expect to occur at the time of the conclusion of the contract on the basis of the circumstances known to him at that time.

8.3. The above limitations of liability shall not apply in the event of culpable injury to life, limb and health, for liability claims in case of product liability and in the event of a contractually agreed obligation to indemnify regardless of fault.

9. Property rights

9.1. Unless expressly agreed otherwise, all industrial property rights and copyright protected rights of use and exploitation to the contractual item and other items, documents and contents (in whatever form) created by the Supplier and/or made available to the Customer shall remain with the Supplier.

9.2. If the Customer provides the Supplier with documents, records, prototypes or similar, the Customer shall grant the Supplier a non-exclusive right of use free of charge, to the extent necessary for the performance of the contract. The Customer is obliged to ensure that the use to the extent necessary for the performance of the contract is possible without infringing third-party rights and shall indemnify the Supplier against any claims asserted by third parties in this respect. The obligation to indemnify shall also include expenses (including reasonable legal costs) incurred by the Supplier in connection with claims asserted by third parties.

10. Confidentiality

Contract offers and other documents provided to the Customer (in particular test documentation, illustrations, drawings, plans, calculations, execution descriptions and product descriptions) are intended exclusively for the Customer. Any disclosure to third parties requires the prior consent of the Supplier in text form.

11. Choice of law and place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Udine without prejudice to the Supplier's right to take legal action in a different court to protect its rights. The law of the Italian Republic shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12. Severability clause

The invalidity, voidability and/or ineffectiveness of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. In the event that a provision is invalid or void, the Parties hereby agree on the application of a valid provision that comes as close as possible to the meaning of the invalid and/or void provision.

13. Personal data protection

- 13.1. Pursuant to the provisions of Article 13 of the EU Regulation 679/2016 ("Regulation") and the current national legislation on the protection of personal data, the Supplier, as the data controller, processes the Customer's personal data exclusively for the management of the contractual relationship governed by these general conditions, to enable the execution of contracts and for the exercise of its rights in court. The Supplier declares that it will process personal data - on paper and electronically - for the time necessary to fulfil the above purposes and in any case for no longer than 10 years from the termination of the contractual relationship. The provision of personal data is compulsory and any refusal to provide such data may make it impossible to proceed with the execution of the contractual relationship. Personal data can only be accessed by authorized persons in their capacity as data processors, data controllers and/or system administrators. The data are not spread.
- 13.2. The Customer may always exercise his/her rights pursuant to Art. 15 et seq. of the Regulation, by sending an e-mail or registered letter with acknowledgement of receipt to the Supplier as data controller.

B. Purchase

1. Acceptance, obligation to examine and to give notice of defects

- 1.1. Insignificant defects which do not or only insignificantly impair the safety, use and/or function of the contractual item do not entitle the Customer to refuse acceptance.
- 1.2. In order to preserve the right to claim for defects, the Customer shall carefully inspect the contractual item immediately after delivery. Obvious defects must be reported to the Supplier in text form within seven working days of delivery, hidden defects within seven working days of discovery. In the event of an untimely inspection or notification of defects, the contractual item shall be deemed to have been approved by the Customer.
- 1.3. In the event of a notice of defect, the respective contractual item shall be returned to the Supplier delivery paid at the Supplier's request. If the notice of defect turns out to be justified, the Supplier shall reimburse the Customer for the costs of the cheapest mode of shipment from the place of intended use of the respective contractual item.

2. Warranty period

The warranty period is 12 months.

3. Defect rights

- 3.1. Insofar as there is a defect in the contractual item, the Customer shall allow the Supplier to remedy the complained defect by subsequent performance through replacement delivery or repair of the contractual goods to be carried out within a reasonably necessary time, the Customer being obliged to consider both conduct as absorbing and excluding any other effect provided for in Article 1492 of the Civil Code and such as to compensate any damage.
- 3.2. Only in the event of failure of subsequent performance, its impossibility, unreasonableness, unreasonable delay or unjustified refusal by the Supplier, the Customer may withdraw from the contract or reduce the purchase price. The right of the Customer to withdraw from the contract in the event of the impossibility of defect-free performance for which neither party is responsible remains unaffected.
- 3.3. The Supplier is obliged to bear all expenses necessary for the purpose of remedying the defect up to a maximum of half the value of the contractual item concerned (net price, excluding any transport, packaging or other costs).
- 3.4. A defect shall not be deemed to exist if a fault is due to a breach of contractual obligations for which the Customer is responsible, normal wear and tear, improper handling, operation not in accordance with the intended use, external force, non-compliance with operating and maintenance instructions or specifications of the Supplier and/or improper repair or modification of the contractual item (in particular the use of spare parts not approved in advance). In these cases, the Customer shall bear the costs of remedying the fault.
- 3.5. If a notice of defect is unjustified, the Supplier shall be entitled to demand reimbursement from the Customer for the expenses incurred in connection with the notice of defect.

4. Retention of title

- 4.1. The Supplier retains ownership of the contractual item until all claims arising from the entire business relationship with the Customer have been settled. The risk of loss of and/or damage to the contractual items passes to the Customer from the moment of delivery.

- 4.2. In the event of purchase in instalments and in the event of a delay in payment of even one instalment, which must, however, be more than 1/8 of the purchase price, the Supplier is entitled to terminate the contract and take back the contractual items supplied. To this end, the Customer undertakes to grant the Supplier, or its nominee, access to the places where the goods are stored. If the contractual relationship is terminated due to non-performance by the Customer, the Supplier may retain, by way of indemnity, the instalments already collected, subject always to the right to compensation for greater damages. The Customer shall promptly inform the Supplier in writing of any seizure of the goods over which he retains title, as well as of any other case in which the Supplier's rights might otherwise be affected.

5. Export restrictions

The Supplier may withdraw from the contract in whole or in part if import or export restrictions occur after the conclusion of the contract which prevent the execution of the contract.

C. Assembly

1. Acceptance

- 1.1. The Customer shall accept the proper assembly. The Supplier is entitled to demand partial acceptance for definable partial work. Unless otherwise agreed, the Customer shall declare acceptance at the latest within two weeks after receiving the Supplier's notice of completion in which the Supplier will set a deadline of two weeks for acceptance of the work. If the Customer does not refuse acceptance, stating in writing at least one defect, the contractual performance shall be deemed to have been tacitly accepted.
- 1.2. Insignificant defects which do not or only insignificantly impair the safety, use and/or function of the contractual performance shall not entitle the Customer to refuse acceptance.
- 1.3. A joint record of the acceptance shall be drawn up and signed by both parties. Defects that still need to be remedied shall be recorded in the minutes.
- 1.4. Unless expressly agreed otherwise, the Customer shall not be entitled to use the contractual performance (or parts thereof) prior to acceptance. In the event of such use without express release by the Supplier, the contractual performance shall also be deemed accepted without formal acceptance.

2. Warranty period, rights in case of defects

In the case of a contract for work and services, the warranty period is two years from the delivery. Moreover, Section B. paragraphs 3 shall apply accordingly.

3. Early termination of contract for work and services

- 3.1. Both parties are entitled to terminate the contract for work and services at any time before completion.
- 3.2. In the event of termination by the Customer, the Supplier shall nevertheless be entitled to demand the agreed remuneration by waiving art. 1671 of the Civil Code. The Supplier must, however, take into account what he saves in expenses as a result of the early termination of the contract or what he acquires – or maliciously refrains from acquiring – by using his labour elsewhere.
- 3.3. If the Customer terminates the contract prematurely, ownership of the deliveries already made by the Supplier for the performance of the contract shall pass to the Customer upon payment thereof. Deliveries completed but not yet handed over at the time of termination shall be made available by the Supplier to the Customer and shall be paid for by the Customer.

D. Lease

- 1.1. A lease begins with the handover of the contractual item to the Customer (or a third party designated by the Customer) and runs for the agreed duration. If the lease relationship is entered into for an indefinite period, it can be terminated by either party with a notice period of 1 month to the end of each month.
- 1.2. Any non-payment of even a single rental fee by the Customer, or any delay exceeding 20 calendar days, shall constitute a serious breach of contract, with the Supplier's right to terminate immediately the contract pursuant to Article 1456 of the Italian Civil Code and to obtain the immediate return of the property and the payment in a single instalment of the entire residual rental fee plus default interest pursuant to Legislative Decree No. 231/2002, without the need for a formal notice regarding the delay.

- 1.3. The contractual item shall be returned to the Supplier – or, at the Supplier's express request, to a named third party – undamaged, in good condition, functioning, with all accessories and documents and without delay after the end of the lease. A reduction in value as a result of damage or other deterioration of the contractual item which goes beyond normal wear and tear shall be reimbursed by the Customer. If the return is not effected or not effected in due time, the Supplier reserves the right to charge the Customer for the time between the end of the lease and the return in accordance with the agreed fees pursuant to art. 1591 of the Italian Civil Code. The Supplier's right to claim further damages shall remain unaffected.
- 1.4. The Supplier is obliged to maintain contractual item in a condition suitable for use in accordance with the contract for the lease period. Unless expressly agreed otherwise, this does not include the provision of consumables and operating materials as well as regular maintenance and care in accordance with the manufacturer's documentation and the Supplier's specifications.
- 1.5. The Supplier excludes any warranty for defects in the contractual item unless the Supplier has in bad faith denied to the customer the defects in the item or if the defects are such as to exclude enjoyment of the item.
- 1.6. Section B. paragraphs 3.4 and 3.5 apply accordingly.
- 1.7. The use of the contract item is only permitted to the agreed extent and for the agreed purposes. Changes to the contractual item (in particular installations and removals) as well as the connection with other objects require the prior express consent of the Supplier in text form. The Customer may only set up the contractual item at the agreed location and may not change the location without the prior express consent of the Supplier in text form.
- 1.8. A sub-lease the contractual item or any other transfer of use to third parties is not permitted.
- 1.9. The Customer is obliged to maintain and care for the contractual item during the lease period in accordance with the manufacturer's documentation and the Supplier's specifications.
- 1.10. The Customer is obliged to insure the contractual item for the lease period in favour of the Supplier at replacement value against accidental loss, destruction, damage or other deterioration (including against theft and fire damage) caused by third parties and/or for which the Customer is responsible. Proof of such insurance shall be presented to the Supplier upon request. Failure to provide the aforementioned insurance within 30 days after the request shall constitute a serious breach, with the right of the Supplier to terminate immediately the contract pursuant to Article 1456 of the Civil Code.

E. Tests

1. Test procedure, results

- 1.1. Contractually agreed tests shall be carried out at the Supplier's premises. With reference to the test result, there is no obligation of result on the part of the Supplier. In particular, the Supplier does not assume any guarantee for the commercial and/or technical feasibility and/or usability of the test results.
- 1.2. Unless expressly agreed otherwise, test results shall be made available to the Customer as a simple report in electronic form.

2. Test material, disposal

- 2.1. The Customer shall provide the test material and take it back and/or dispose of it immediately after the test has been carried out.
- 2.2. If the test material is not taken back and/or disposed of after the test has been carried out within a reasonable period set by the Supplier, the Supplier may dispose of the test material at the Customer's expense. The same shall apply in the event that a test cannot be carried out after delivery of the test material to the Supplier for reasons for which the Supplier is not responsible. This shall not affect the Customer's obligation to take back and/or dispose of the test material or any further claims of the Supplier in this respect.