



G.B. F.LLI BERTONCELLO SRL

Together for innovative solutions

Sede/Address: Via Col Roigo, 22 Z.I. 36060 Romano d'Ezzelino (VI) - Italy

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Cap. Soc. € 100.000,00 i.v. - Reg. Imp n. 4417/VI 012

R.E.A. n. 183383/VI - C.F. e P.I. 01773390248



www.gb-bertoncello.com - e-mail: gb.bertoncello@gb-bertoncello.com



GENERAL TERMS AND CONDITIONS OF SALE ("Terms")

Website publication and entry into force date: 25/03/2025

These general terms and conditions of sale ("Terms") are applicable to BtoB orders accepted or executed by Bertoncello on or after 25/03/2025 and are subject to change by Bertoncello at any time without notice. The current version of these Terms can be found at www.gb-bertoncello.com. Each sale contract of which the Terms form part is governed by these Terms in the version published in our website on the date at which the order is placed by Buyer. These Terms shall also apply to specific sale and purchase contracts executed by Bertoncello and Buyer (different from each sale contract of which the Terms form part) to the extent that these Terms are not in conflict with their provisions.

1. General terms and conditions of sale. These Terms govern any and all business-to-business sale and purchase relationships between G.B. F.Lli Bertoncello S.r.l. ("Bertoncello") and its business client/s ("Buyer") relating to the products manufactured and/or marketed by Bertoncello under its proprietary trademarks.

2. Terms or conditions of Buyer. No terms or conditions of Buyer conflicting with these Terms, including any terms or conditions printed on or referred to in Buyer's offer to purchase or order or other documentation, are binding or opposable *vis à vis* Bertoncello and to that end Buyer expressly waives their applicability towards Bertoncello. Therefore, no terms or conditions of Buyer shall be binding on Bertoncello or have any legal effect towards Bertoncello, being understood that the terms and conditions of specific sale and purchase contracts executed by Bertoncello and Buyer relating to the products manufactured and/or marketed by Bertoncello shall prevail over these Terms. These Terms shall also apply to specific sale and purchase contracts executed by Bertoncello and Buyer as regards terms and conditions not covered by these latter.

3. Sale contract of which the Terms form part. Upon Bertoncello's acceptance or execution of the Buyer's order, a sale contract of which the Terms form part shall arise. The acceptance or the execution by Bertoncello of Buyer's order imply acceptance of and applicability of these Terms. All Buyers' orders (including Buyer's orders forwarded by agents and other Bertoncello's representatives) shall be subject to acceptance by Bertoncello in writing or via electronic means (including invoice and bill of lading). Once the order has been accepted by Bertoncello, Bertoncello shall confirm acceptance to Buyer within the date scheduled for the order execution. In the event of failure of confirmation by Bertoncello, the order will be considered accepted and the sale contract of which the Terms form part shall arise, that shall be governed by these Terms (including their provisions concerning price, quantities, date and delivery terms). In the event that the parties have agreed that Buyer shall pay the price in advance, Buyer's order is considered confirmed and accepted by Bertoncello on the date in which the payment in advance or the down-payment are made by Buyer.

If, on the other hand, a deferred payment of the order has been agreed (e.g. at 20 or 30 days), Bertoncello shall send the Customer a written or electronic order proposal and such order shall be understood to be accepted and confirmed upon receipt by Bertoncello of the order proposal signed by the Customer.

It is understood between the Parties that, once payment, or the order proposal signed by the Customer, has been received as order confirmation, the order may no longer be modified or deleted. In the event of default, the Customer shall be obliged to pay a penalty equal to 40 % of the order value, without prejudice to compensation for any greater damages.

4. Mandatory nature and no variation of these Terms. No variation of such Terms shall be binding unless expressly accepted and executed in writing by Bertoncello. Such variation shall be limited to the specific provision of these Terms subject to variation expressly accepted and executed in writing by Bertoncello. Each sale contract of which these Terms form part shall comprise the accepted or executed order and these Terms. Each sale contract of which the Terms form part may not be amended by Bertoncello and Buyer except with the express consent in writing of both parties. Offers, product descriptions, *pro forma* invoices and any conditions printed on or referred to in the internet or other documentation, do not constitute any commitment by Bertoncello to sell its products, except if Bertoncello expressly declares in writing to be bound by them.

5. Price. Products' prices are exclusive of VAT and are referred to the price list in force at the date of the confirmation or execution of the Buyer's order by Bertoncello. Bertoncello reserves the right to alter its prices list with prior written notice to the Buyer.

6. Payments. Price payments, including expenses, charges and any ancillary costs shall be made by Buyer within 30 (thirty) days from the invoice date, unless the parties have agreed expressly in writing on a different payment term. Payment terms are of the essence for Bertoncello.

7. Solve et repete. Buyer must not for any reason whatsoever withhold payment or make any deduction from the invoiced price or any other amount owing to Bertoncello. Bertoncello is entitled to (a) refuse to deliver any products to Buyer if there are any outstanding payments owed by Buyer, (b) vary payment conditions applicable to Buyer in relation to future sales; in particular requiring Buyer payment in advance or additional guarantees.

8. Delays. In the event that Buyer for any reason whatsoever withholds payment or makes any deduction from the invoiced price or any other amount owing to Bertoncello, Bertoncello shall apply to such amount interest rate in arrears pursuant to applicable law, without prior written notice.

9. Certificates and warranty. Products manufactured or marketed by Bertoncello are tested at its plant and bear the EU certificate if European laws so require. Buyer shall request to Bertoncello provision of specific marking, labelling or certificate in relation to the product before the product price is negotiated between the parties. In such a case, Buyer shall inform Bertoncello on product specifications required in compliance with marketing laws and regulations applicable in the destination territory. Bertoncello reserves the right, during development or manufacture stages, to alter without prior written notice to Buyer product characteristics and specifications for the purposes of product's best performance.

Bertoncello warrants its Products for 2.200 (two thousand two hundred) working hours and in any case for a period not exceeding 12 (twelve) months as from the product delivery date. Such warranty covers all defective electrical and electronic components. Bertoncello shall assess at its own discretion the product's alleged defect. Such warranty covers only the occurrence of existing defects of sold products used by Buyer in compliance with Bertoncello's prescriptions of use. Defective product's components will be replaced or repaired at Bertoncello's registered office. Delivery terms of replaced or repaired products are EXW Incoterms 2020. No such warranty shall apply in the event that the components of the products sold have been replaced with non-original Bertoncello's products/components.

Also, during the warranty period, any intervention services required by Buyer for the replacement of the pieces and/ or components of the products will be charged by Bertoncello at the applicable rates in force, together with the travel, food and accommodation expenses born by the technicians in charge.

Bertoncello's warranty does not cover any product defects arising and/or resulting from incorrect connection to utilities, incorrect operation of the product by Buyer or if Buyer made changes or repairs without Bertoncello's prior written approval, regardless of the causal relationship between such modifications or repairs and the facts found.

Except in the case of wilful conduct or gross negligence in relation to the product's sale, Bertoncello shall not in any case liable, for damage to property and/or persons, damages for lack of production and/or loss of profit. Bertoncello will only be responsible for the replacement of the sold components with manufacturing defects. Any deterioration related to the normal use, wear and tear of the sold products is excluded from Bertoncello's warranty.

10. Delivery. Risk in the product passes to Buyer when the product is made available by Bertoncello for the transport, including in the cases where Bertoncello bears transport costs. Products delivery shall be made EXW Incoterms 2020 (and relevant transport costs shall be included in the invoice, if any) or in compliance with the delivery terms specifically agreed by the parties in the sale contract of which the Terms form part. Buyer acknowledges and agrees that sale of the products may be limited and/or restricted due to embargos and/or other restrictive measures and Bertoncello shall have no liability for such limitations and/or restrictions.

If the products are delivered ex-warehouse, the Customer undertakes to collect the ordered products within a maximum period of 20 days from the date of Bertoncello's notification that the goods are ready for delivery, provided that the agreed payments have already been settled. If collection of the products does not take place within this period, Bertoncello shall be entitled to charge the Customer for all storage costs.

Buyer shall not sell the products purchased from Bertoncello to third parties located in countries subject to embargos or international sanctions and/or to third parties subject to sanctions imposed by States or by International Organizations. End-users of the products purchased from Bertoncello shall not use such products in performing activities prohibited or punishable under sanctioning measures adopted by States or by International Organizations. Bertoncello shall have no liability however arising and under any cause of action or theory of liability, in respect of any product sale made by Buyer in breach of embargos and/or other applicable restrictive measures or international sanctions. Buyer shall indemnify and hold harmless Bertoncello in respect of any damages or losses arising and/or resulting from any product sale made by Buyer in breach of embargos and/or other applicable restrictive measures or international sanctions. Buyer shall hand over to Bertoncello, within the term that this latter shall assign to it, any and all documentation relating to product delivery that Bertoncello requires pursuant to applicable laws. Buyer undertakes to comply with any and all provision of UE Regulation no. 282/2011, as amended by EU Regulation no. 2018/1912.



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The Buyer, having acknowledged that Bertoncello is subject to export control regulations and applicable laws enacted by the European Union and other governments, undertakes to comply with such regulations. By way of example, the Buyer shall not sell, supply, transfer, or export, directly or indirectly, to any natural or legal person, entity, or body in Russia or for use in Russia, any goods supplied under or in connection with these Terms, where such goods fall within the scope of Council Regulation (EU) No 833/2014 of 31 July 2014.

The Buyer shall use its best efforts to ensure that the obligations set out in this clause are neither breached nor circumvented by its own customers or any other third parties who have acquired the products, including any resellers. To this end, the Buyer undertakes to establish and maintain an adequate monitoring mechanism to detect any conduct that may constitute a breach of the obligations set forth herein. The Buyer shall promptly notify Bertoncello of any such breach, providing all information in its possession.

11. Tax charges and duties. VAT increases and/or new supervised tax charges and duties shall be for the Buyer's account as from their entry into force date.

12. Customized products. For products with sizes or characteristics different from those indicated in its *catalogue*, Bertoncello shall request to Buyer a down-payment, due to the specifics of the requested item and its price. Timings and costs of delivery of the product shall be agreed with Bertoncello from time to time.

13. Product's acceptance, delivery, installation and starting. Upon delivery of the product, Buyer must stamp and sign on the Transport Document, specifying the date and time of delivery. With respect to any claim related to manifest defect, Buyer must accept the goods by noting a specific reservation on the Transport Document, countersigned by the carrier, specifying the nature of the reservation (including but not limited to the reasons and enclosing relevant photos) and notify it to Bertoncello via e-mail to gb.bertoncello@gb-bertoncello.com within and not later than 72 (seventy two) hours following the product receipt date. In the event that Buyer does not comply with this provision, the warranty granted by Bertoncello at the terms and condition of article 9 of these Terms shall not apply.

If Buyer does not accept the delivery of the purchased products within 15 (fifteen) days from the date in which they have been made available, Bertoncello reserves the right to have them deposited at third party logistics facilities, with transport and storage costs charged to the Buyer. Buyer shall receive the product together with user's manual (including maintenance rules). The conditions of the sale contract of which the Terms form part do not cover preparation of the site, installation of the plant and/or products and various electrical, hydraulic and gas connections.

Upon Buyer's request, Bertoncello will provide the services of a technician for starting and subsequent maintenance operations. Such services will be priced and paid separately from the sale contract of which these Terms form part, according to the tariffs in force, applied by Bertoncello, together with travel food and accommodation expenses born by the technician.

14. Delay with cause. Lead and delivery terms are non-binding on Bertoncello and merely an estimate. Bertoncello shall not be liable for failure to meet its contractual obligations on time to the extent that such failure results, directly or indirectly, alternatively from (a) causes not attributable to it and/or causes of force majeure; (b) Buyer's actions and/or omissions; (c) failure to comply with payment terms and conditions.

15. Claims. Bertoncello declares that the products are of excellent quality, free of defects in materials and workmanship and correspond to the characteristics given in the product description, specifications and markings of the seller. If Buyer, at the time of product receipt, becomes aware of the non-conformity, any claims for alleged defects, apparent or not, must be reported within and not later 8 (eight) days as from the receipt of the goods via e-mail to gb.bertoncello@gb-bertoncello.com. Any claims will be previously and carefully verified by Bertoncello, and replacement (if any) will be authorised in writing by Bertoncello. Buyer must not withhold payment or make any deduction from the agreed price by reason of having placed a claim for defective product.

16. Reservation of ownership. It is agreed that the product delivered remain Bertoncello's property until Bertoncello has received payment in full by Buyer. Therefore, Bertoncello may collect the delivered product in case the full payment of the price at agreed terms is not made by Buyer. Notwithstanding Bertoncello's reservation of ownership, any risk in the product passes to Buyer when the product has been delivered by Bertoncello and Buyer shall bear any risks, losses and damages in the delivered product.

17. Products withdrawal. Bertoncello does not accept any return of products which has not been previously authorized by it. Bertoncello hereby reserves the right to analyse the alleged defects before replacing defects or withdrawing the product. Bertoncello shall not withdraw not-standard-sized and/or customized products. Return of products is conditional upon the products are returned in their original packaging and intact in all its components.

18. Privacy. Buyer gives consent to the processing of its personal data that will be processed by Bertoncello in accordance with EU Regulation no. 2016/679 and Italian Legislative Decree no. 96/03. Buyer and Bertoncello undertake to take all necessary measures to ensure that any information or technological knowledge exchanged for the conclusion or execution of the sale contract of which the Terms form part or in any other way acquired, remains secret and is not disclosed to third parties.

19. Confidential Information. Buyer acknowledges and agrees that Bertoncello is the sole owner of any industrial, technical, commercial, financial and economic information concerning its products and/or activities, about which Buyer may become aware of during the performance of the sale contract of which the Terms form part, and also after its duration or termination. Buyer undertakes to keep all Confidential Information strictly confidential and not to use it for purposes other than the execution of the sale contract of which the Terms form part, including after its expiry or termination. Any industrial or intellectual property right relating to the product sold is and will remain the exclusive property of Bertoncello.

20. Applicable Law and Exclusive Jurisdiction. These Terms and the sale contract of which these Terms form part are governed by Italian law, excluding conflict of law provisions and application of the United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980. The courts of Vicenza, Italy, shall have exclusive jurisdiction in any dispute relating to these Terms and the sale contract of which these Terms form part.

Date _____

As a sign of acceptance, _____

Buyer's stamp and signature

We specifically approve, pursuant to articles 1341 and 1342 of the Italian Civil Code and for the purposes thereof:

General - Field of application and variation of the Terms; 2) No application of Buyer's general and/or special terms and conditions; 3) Execution of sale contract of which the Terms form part – application of the Terms; 4) Mandatory nature and no variation of these Terms; 7) *Solve et repete*. No payment withhold. No deduction; 9) Certificates and warranty – Variation of products' characteristics and Warranty limitation; 10) Delivery - Limitation of Bertoncello's liability- No re-sale in breach – Indemnification obligations; 13) Acceptance, delivery, installation and starting; 14) Delay with cause – Limitation of Bertoncello's liability; 15) Claims – Term for claim; 16) Reserve of ownership – Limitation of Bertoncello's liability; 20) Applicable law and exclusive jurisdiction.

Date _____

As a sign of acceptance, _____

Buyer's stamp and signature