



General Terms and Conditions of Sale.

1. Subject matter and scope of application of these General Terms of Sale.

- a) These General Terms of Sale govern all contractual supply relationships between the Parties. They must be read together with any special conditions agreed in writing by the Parties or included in the written confirmation issued by Bonesi Pneumatik S.r.l. upon acceptance of the order.
- b) Unless specifically approved in writing by Bonesi Pneumatik S.r.l., any general or special conditions that differ from these, set out in or referred to by the Customer in its communications to Bonesi Pneumatik S.r.l., shall be deemed null and void.

2. Formation of the contract.

- a) The supply contract is concluded upon the written confirmation issued by Bonesi Pneumatik S.r.l. when accepting the order, the minimum value of which is EUR 100, excluding VAT.
- b) However, if the conditions set out in the Customer's order differ from those in the written confirmation of Bonesi Pneumatik S.r.l., the latter shall prevail and the contract shall be deemed concluded at the time the Customer begins to perform it or accepts the products without express written reservation.
- c) Any quotations issued by Bonesi Pneumatik S.r.l. shall be valid only for the period stated therein and solely for the supply of the entire scope of items quoted.

3. Technical data, drawings and documents relating to the supply.

- a) The data and illustrations contained in the catalogs, brochures, circulars or other descriptive documents of Bonesi Pneumatik S.r.l. are indicative only. Such data are not binding unless expressly stated to be so in the order confirmation of Bonesi Pneumatik S.r.l.
- b) Bonesi Pneumatik S.r.l. reserves the right to make, at any time, such modifications to its products as it deems appropriate.
- c) Should the Customer propose modifications to the products, for such modifications to become binding the Parties must reach full written agreement on any changes they may entail to the prices and delivery times previously established. Prices may also be subject to change if the quantities ordered are reduced or if earlier delivery than agreed is requested.
- d) The Customer expressly undertakes not to use, for purposes other than those provided for in the supply contract, the drawings, technical information and inventions relating to the supply, which remain the property of Bonesi Pneumatik S.r.l. and which the Customer may not disclose to third parties or reproduce without written authorization.
- e) The Customer is required to inform Bonesi Pneumatik S.r.l., at the pre-contractual stage, of any particular regulations or restrictions on use that must be complied with.

4. Exclusions.

- a) Unless otherwise agreed in writing, the following are not included in the supply: the system design, installation of the supplied equipment, specific acceptance tests, manuals and training courses, start-up assistance



and all services and costs not mentioned in the written confirmation issued by Bonesi Pneumatik S.r.l. upon acceptance of the order.

b) Likewise, taxes, duty stamps, customs charges, duties and any other additional charges are not included in the prices unless otherwise stated in the written confirmation issued by Bonesi Pneumatik S.r.l. upon acceptance of the order.

5. Deliveries.

a) Unless otherwise agreed, supplies are understood to be Ex Works (Incoterm: EX WORKS), with packaging charged at cost.

b) Upon delivery of the goods to the Customer or to the carrier by Bonesi Pneumatik S.r.l., all risks pass to the Customer, even where Bonesi Pneumatik S.r.l. is responsible for shipping or on-site installation.

c) Delivery times are indicative and are calculated in working days.

d) Unless otherwise agreed by the Parties, delivery times begin to run from the conclusion of the contract, except where the Customer is required to pay part of the price as a down payment, in which case the running of the delivery times is suspended until such payment has been made.

e) Delivery times shall be extended automatically:

e.1) if the Customer fails to provide in good time the data or materials needed for the supply, requests variations during execution, or is late in responding to requests for approval of drawings or detailed design schemes.

e.2) if causes beyond the good will and diligence of Bonesi Pneumatik S.r.l., including delays by subcontractors, prevent delivery within the agreed times or make it excessively burdensome.

f) If the Customer is not up to date with payments for other supplies, the running of the delivery times is suspended and Bonesi Pneumatik S.r.l. may delay deliveries until the Customer has paid the sums due.

g) Subject to the provisions of Article 11 below, in the event that the Customer fails to take delivery of the products for reasons attributable to it or, in any case, for reasons beyond the control of Bonesi Pneumatik S.r.l., the Customer shall bear the risks and costs of storing them.

h) Where the Parties have agreed that Bonesi Pneumatik S.r.l. shall pay a sum as a penalty in the event of late delivery, the Customer may not claim any amount in excess of the penalty as compensation for damages suffered as a result of the delay.

6. Testing and installation.

a) Special tests, if provided for in the written order acceptance confirmation, shall be carried out at the Customer's expense at the facility indicated by Bonesi Pneumatik S.r.l.

b) On-site installation and testing, if requested, shall be carried out by Bonesi Pneumatik S.r.l. at the Customer's expense.

7. Payments.





a) Unless otherwise agreed, payments must be made by the Customer within the agreed terms; in the event of delay, the Customer shall be liable for default interest, without prejudice in any case to the right of Bonesi Pneumatik S.r.l. to claim compensation for any greater damage suffered and to terminate the contract pursuant to Article 11 below.

b) Any disputes that may arise between the Parties shall not release the Customer from the obligation to comply with the payment terms and conditions.

8. Warranty.

a) Bonesi Pneumatik S.r.l. warrants the conformity of the products supplied, meaning that the products are free from defects in materials and/or workmanship and conform to what is stipulated in the specific contract accepted by the Parties.

b) The warranty period is twelve months from delivery of the products and, for replaced products or components, from the date of their replacement.

c) Within such period, Bonesi Pneumatik S.r.l. undertakes, at its option and within a reasonable time having regard to the extent of the claim, to repair or replace free of charge the products or parts thereof found to be defective, provided that the Customer has reported the defects in writing no later than eight days from delivery for apparent defects, and eight days from discovery for hidden defects. The return of non-conforming goods must always be authorized in writing by Bonesi Pneumatik S.r.l. and must be made in the original packaging.

d) Replacements or repairs are, as a rule, carried out Ex Works: the costs and risks of transporting the defective products are borne by the Customer. However, if Bonesi Pneumatik S.r.l., in agreement with the Customer, deems it more appropriate to carry out the work required for replacement or repair at the Customer's premises, the Customer shall bear the travel and accommodation expenses of the technical personnel made available by Bonesi Pneumatik S.r.l. and shall provide all the equipment and auxiliary personnel required to carry out the intervention in the quickest and safest manner.

e) The warranty shall lapse whenever the products have been incorrectly installed or used, have received insufficient maintenance, or have been modified or repaired without the authorization of Bonesi Pneumatik S.r.l.

f) Bonesi Pneumatik S.r.l. shall further not be liable for lack of conformity of the products due to wear of those parts which, by their nature, are subject to rapid and continuous wear.

9. Liability of Bonesi Pneumatik S.r.l.

a) Bonesi Pneumatik S.r.l. is solely responsible for the proper functioning of the components, equipment, and hydraulic and pneumatic systems supplied, in relation to the characteristics and performance expressly indicated by it. It assumes no liability, however, for any faulty operation of machines or systems built by the Customer or by third parties using hydraulic or pneumatic components of Bonesi Pneumatik S.r.l., even if the individual hydraulic or pneumatic devices were installed or connected according to diagrams or drawings suggested by Bonesi Pneumatik S.r.l., unless such diagrams or drawings were the subject of separate remuneration, in which case the liability of Bonesi Pneumatik S.r.l. shall in any event be limited to what is contained in the said drawings or diagrams.



b) In any event, outside the mandatory and non-derogable cases provided for by the law in force on supplier liability, and without prejudice to Article 1229 of the Italian Civil Code, the Customer may not claim compensation for direct or indirect damages, lost profits or loss of production, nor may it claim, by way of compensation, sums exceeding the value of the goods supplied.

10. Retention of title.

a) Bonesi Pneumatik S.r.l. retains ownership of the products supplied until full payment of the agreed price.

11. Express termination clause and condition subsequent.

The supply contract shall be terminated by operation of law pursuant to Art. 1466 of the Italian Civil Code upon the mere written declaration by Bonesi Pneumatik S.r.l. that it wishes to avail itself of this express termination clause, should the Customer:

- a) fail to make, or delay, payments due
- b) delay or fail to take delivery of the products within the terms set out in Article 5 above
- c) fail to comply with the confidentiality obligations set out in Art. 3.4
- d) The contract shall be deemed terminated by operation of law if the Customer is placed in liquidation or has become subject to any insolvency proceedings.

12. Contractual right of withdrawal.

a) Should the Customer reduce the guarantees it had given or fail to provide the guarantees it had promised, Bonesi Pneumatik S.r.l. shall have the right to withdraw from the contract.

13. Governing law.

a) All supply contracts with foreign customers governed by these General Terms of Sale shall be governed by Italian law.

14. Jurisdiction.

a) For any dispute relating to the performance, interpretation, validity, termination or cessation of supply contracts entered into between the Parties, the court chosen by Bonesi Pneumatik S.r.l. shall have exclusive jurisdiction.