



Baerlocher Italia S.p.A.

General Terms and Conditions of Sale

1. Introduction - These General Terms and Conditions of Sale (hereinafter also referred to as the “**Terms**”) apply to any supply of product(s) (hereinafter also referred to as the “**Product**”) that the customer (hereinafter also referred to as the “**Customer**”) purchases from Baerlocher Italia S.p.A. (hereinafter also referred to as “**Baerlocher**”). The Customer and Baerlocher shall hereinafter be referred to individually as the “**Party**” and, jointly, as the “**Parties**”. The purchase order (hereinafter also referred to as the “**Order**”) and the technical specifications and/or description of the Product (hereinafter also referred to as the “**Specifications**”) shall be binding upon the Parties.

2. Contractual Documentation

The contractual documentation shall consist of:

- a. the Customer’s Order request;
- b. Baerlocher’s Order Confirmation;
- c. the invoice for the Order;
- d. these General Terms and Conditions of Sale.

The Customer’s general terms and conditions of purchase shall not form part of the contractual documentation and shall be deemed excluded and inapplicable unless Baerlocher specifically approves them in writing.

3. Confirmation of the Order and prices – The Order shall be deemed accepted upon receipt of written confirmation from Baerlocher, including by fax and/or email, or upon commencement of delivery. The price to be paid by the Customer to Baerlocher is that indicated in the Order Confirmation and/or in other written documentation issued by Baerlocher and does not include ancillary charges (such as, by way of example and without limitation: VAT, special packaging, transport costs). The Customer must pay the price within the payment terms agreed upon during the negotiation of the commercial terms. In the event of unpaid invoices, Baerlocher reserves the right to suspend the fulfilment of the Order, even if linked to other contracts or relationships with the same Customer. Interest shall accrue automatically on late



payments by the Customer at the rate applicable to commercial transactions and without the need for formal notice of default.

- 4. Delivery, transfer of risk and transport** - The Product is generally delivered on a DDP, DAP or CIF basis, in accordance with Incoterms 2020 and, in any event, in accordance with the agreements made in writing with the Customer. Risk passes upon delivery of the Product to the first carrier or to the Customer in cases where the Product is collected directly by the latter. The delivery terms agreed by the Parties are indicative. Baerlocher reserves the right to fulfil the Order in whole or in part, or in several instalments. In the event of an Order not being fully fulfilled, Baerlocher shall notify the Customer of the remaining items of said Order by the most appropriate means, and these, unless otherwise agreed between the parties, shall be included in the subsequent shipment(s). Baerlocher also reserves the right to refuse the Customer's Order request if it considers that it is unable to fulfil the same for any reason. In the event of a delay in delivery not attributable exclusively to Baerlocher for a period of up to 60 (sixty) days, the Customer shall not be entitled to refuse the Product, nor to request the cancellation of the Order and/or compensation for any damages. If the delay in delivery exceeds 60 (sixty) days, the Customer shall be entitled to request – in writing and by a means that provides proof of delivery of the request – the cancellation of the Order and the refund of any advance payments or the full price paid. In any event, Baerlocher shall not be liable for any direct and/or indirect damages of any nature and for any reason whatsoever, arising from the delay in delivery or the failure to supply the Product. Liability for the carriage of the Product is governed by the Incoterms applicable to that transaction.
- 5. Product Quality** – The quality of the Product at the time of the transfer of risk is determined exclusively by the Specifications agreed between the Parties regarding the Product's properties, structural elements and performance characteristics. It is understood that the information contained in catalogues, price lists or other information material provided to the Customer by Baerlocher, or any information describing the Product, shall not be interpreted as a specific warranty of the Product's quality and technical characteristics. The Customer also implicitly accepts the Product in the event of minor variations in quality and minor defects and/or faults that do not affect its normal use.
- 6. Customer's Obligations** – The Customer is required to take delivery of the Product no later than 3 days from the date on which it becomes available at the agreed location. Should the Customer delay collection



of the Product, or refuse to accept delivery, for a period exceeding 10 (ten) days, in addition to payment of the price, they shall pay Baerlocher appropriate compensation equal to 1 (one) % per day of the invoiced amount for the storage of the Product. The Customer is required to inspect the Product in order to verify its suitability for the agreed purpose and for the use for which it is intended, and this obligation shall apply even if the Product is recommended for a specific purpose or use or if the Customer has received specific technical advice from Baerlocher.

7. Retention of title – The Customer shall only acquire ownership of the Product upon full payment of the Order price, but shall assume the risks from the date of delivery to the first carrier or to the Customer.

8. Warranties and Limitations of Liability - Baerlocher represents and warrants that the Product complies with the Specifications and is free from defects and/or faults in manufacture or design. This warranty shall remain valid for a period of 12 months from the date of delivery of the Product. The warranty does not cover faults and/or defects arising from the Customer's negligence and/or use of the Product in a manner not in accordance with the Specifications, from incorrect design, application, assembly or manufacture of the structures and/or products in which they are used or incorporated, from incorrect storage/preservation, transport, or improper or careless use of the Product by the Customer, or from circumstances not exclusively attributable to manufacturing defects on the part of Baerlocher. It is understood that Baerlocher shall not be liable for any hidden fault and/or defect reported in writing more than 3 (three) months after the date of delivery of the Product. Furthermore, any slight variation in the quality of the Product or minor faults and/or defects that do not affect its normal use are excluded from this warranty. The Customer must notify Baerlocher in writing of any faults and/or defects in the Product no later than 8 (eight) working days from the date of delivery thereof and, in the case of faults and/or defects not readily apparent, no later than 7 (seven) working days from their detection by the Customer. In the event of notification by the Customer, in accordance with the terms described above, Baerlocher shall assess the extent of the fault and/or defect reported by the Customer and, at its discretion, shall replace the Product covered by the Order, rectify the fault and/or defect, or refund the amount already paid by the Customer as the price of the Order.

9. Intellectual property rights – Baerlocher remains the exclusive owner of all intellectual and industrial property rights relating to the Product, even if it has been designed and developed in accordance with the



Customer's specifications, without granting any licence, even implicit, to the Customer. Baerlocher remains the exclusive owner of any licence and authorisation relating to the Product, as well as the owner of any legally protectable development of the Product.

- 10. Confidentiality** – The Customer undertakes not to disclose to third parties, without Baerlocher's written consent, any information relating to the Order and the Product Specifications, even where the Specifications have been drawn up on the basis of the Customer's requests, which remain the property of Baerlocher. The Customer may disclose the aforementioned information to its employees, and the Customer shall be liable to Baerlocher for any disclosure of such information to third parties by its employees that has not been authorised in writing by Baerlocher, including pursuant to and for the purposes of Article 1381 of the Italian Civil Code.
- 11. Data Protection** - Baerlocher declares to the Customer, who hereby accepts, that it will use the data received from the Customer in accordance with the provisions of Articles 13 and 14 of European Regulation n. 2016/679 (GDPR) and any subsequent amendments or additions. In any event, the Parties undertake to mutually respect any information of an implicitly confidential nature that may be exchanged between the Parties in relation to the Order.
- 12. Force majeure** - Should Baerlocher be unable to fulfil the Order due to force majeure or circumstances beyond its control, the deadlines for the fulfilment of the supply shall be automatically extended for a period equivalent to the duration of the effects of such circumstances. Should the impediment persist for more than 6 (six) months, both Parties may request the cancellation of the Order, in which case Baerlocher shall refund to the Customer any advance payments received or any price received, excluding any and all further charges to be borne by the Customer.
- 13. Jurisdiction and applicable law** - For any dispute relating to the relationship between the Parties, the courts of Milan shall have exclusive jurisdiction, with the express exclusion of any other court that might otherwise have jurisdiction, and Italian law shall apply. The Customer expressly waives any provision of law in the jurisdiction in which they are located or any other potentially applicable law.



14. Website - These Terms and Conditions are those available at the following links: “<https://www.baerlocher.com/it/baerlocher-italia/>” which may be printed and reproduced on paper. Baerlocher undertakes to update the aforementioned website by publishing the updated version of the Terms and Conditions thereon.

15. Miscellaneous - The Italian version of the Terms shall prevail over versions in other languages. For any matters not specifically governed by these Terms, the provisions set out in the document entitled “General Terms and Conditions of Sale and Delivery of Baerlocher GmbH”, available on the website www.baerlocher.com, shall apply where applicable.

The Customer acknowledges that these Terms were made known to them and understood by them at the time of placing the Order and, therefore, are hereby accepted.

The Customer declares and warrants that they have taken out adequate product liability insurance and that such insurance is fully effective in respect of products containing the Product or used in conjunction with it.