

## GENERAL SALES CONDITIONS

Rev. 2 – February 2024

### 1. General Provisions

These General Conditions constitute an integral part of all contracts for the sale and supply, in Italy, by Bombardieri Spa. Order confirmations and deliveries are deemed to have been made on the basis of these General Conditions, unless otherwise waived in writing.

All orders imply the customer's acceptance of these general conditions.

### 2. Formation of the Contract – acceptance of the Customer

The contract is considered concluded when Bombardieri Spa receives the signed confirmation of the offer or the formal purchase order from the Customer.

In the absence of a different express indication, the offer will be considered valid for 30 (thirty) days from the date of issue. The delivery terms (or dates) indicated in the offer are to be considered purely indicative and non-binding for Bombardieri Spa.

Any cancellations or modifications of the order by the Customer will not have effect unless previously authorized, or subsequently accepted, in writing by Bombardieri Spa. In the event of termination of the supply of goods/services to be carried out according to the Customer's specifications, the Customer undertakes to purchase all goods/services expressly supplied to guarantee the fulfilment of individual orders of the Customer or to meet ongoing supply obligations possibly agreed with the Customer.

### 3. Prices

Unless otherwise agreed in writing between the parties, the prices indicated by Bombardieri Spa in the relevant offer or, failing that, the prices shown in the price lists and in force at the time of completion of the contract pursuant to the previous article 2 will apply to each order.

Unless otherwise agreed in writing between the parties, the prices of the products are considered fixed and invariable.

### 4. Delivery of goods

Delivery of the goods/services will take place within the delivery terms indicated in the offer.

Bombardieri Spa has the right to exercise the right of retention at its sole discretion until the Customer is able to honour the obligations deriving from this contract or from any other agreement stipulated.

Unless otherwise agreed, the delivery deadline must be considered observed if the goods have been shipped in good time or if the Customer is informed that the goods are ready for shipment.

### 5. Shipping

The type and means of shipment are determined by Bombardieri Spa at its reasonable discretion. Any insurance of the goods is requested and paid separately by the Customer.

Unless otherwise agreed, the risks relating to the supply pass to the Customer when the products are delivered to the carrier.



If it has been agreed that the Customer will directly receive or take delivery of the goods, such delivery must take place without any delay, at the time of communication from Bombardieri Spa that the goods are ready for shipment. Otherwise, Bombardieri Spa will have the right to store the goods at the expense of the Customer, and in any case goods must be collected by the latter.

## 6. Payments

Payments must be made by the Customer according to the methods indicated in the offer.

Failure, delayed or partial payment, and/or the occurrence of events that negatively impact the financial or economic situation of the Customer and any other fact constituting default by the Customer, will result in the Customer's forfeiture of the terms agreed for the payment of the goods/services. Bombardieri Spa will therefore have the right to act immediately to recover existing credits, even if they are not liquid and payable, and this at any time, without any obligation of notice and/or formalities. Any possible dispute or complaint by the Customer for faults or defects in the goods/services cannot, in any case, entitle the Customer to the suspension or delay of payments.

## 7. Guarantees

Bombardieri Spa declares and guarantees that, at the time of delivery of the goods, they comply with the agreements reached, guarantees the absence of faults and defects in the goods supplied as well as their conformity to the technical specifications that have been expressly referred to in the offer.

The Customer must immediately check the goods after their delivery. Any defects detected during the inspection must be reported promptly, and in any case no later than 8 (eight) days from delivery, providing the exact details of the nature and extent of the defect.

The compensation paid to the Customer cannot in any case be higher than the value of the goods sold.

If notification of defects is not given promptly, the goods are considered accepted; the submission of any complaints or requests for cancellation because of errors due to defects is precluded.

The warranty does not apply to defects resulting from normal wear and tear, failure to follow the instructions provided by Bombardieri Spa or if the Customer has made changes to the products or performances, exchanged some components of the products, or used consumables that do not correspond to the original specifications, or for defects attributable to incorrect materials, designs, specifications, etc. of the Customer.

## 8. Customer Obligations

The Customer guarantees that the drawings and all documentation transmitted during the order phase do not infringe or violate in any way existing or pending patents, intellectual property, commercial and/or industrial secrets, third party rights and that the same may be freely used, indemnifying Bombardieri Spa from any compensation and/or compensation claim.

## 9. Processing of Personal Data

Bombardieri Spa acknowledges that, pursuant to EU Regulation no. 2016/679 (hereinafter GDPR) the personal data provided by the Customer will be used exclusively for the purposes of executing the contract and the related mandatory legal obligations, including tax and accounting regulations. The data will be processed both digitally and manually and, in any case, stored securely. The data and information may be communicated to third parties, including abroad, exclusively for the purposes indicated above.



Except as above, data and information will not be disclosed. In compliance with the GDPR, Bombardieri Spa acknowledges and confirms that the rights referred to in the art. 13 of the GDPR can be exercised by the Customer via e-mail to the following address mailbox@bombardieri.it

#### 10. Applicable law and competent court

The Contract is governed by Italian law. Any dispute relating to the validity, interpretation, execution and/or termination of the Contract, and/or the Conditions, and/or the Order and/or the Order Confirmation will be referred to the exclusive jurisdiction of the Court of Bergamo.

Date: \_\_\_\_\_

Sign & stamp: \_\_\_\_\_

*Pursuant to articles 1341 and 1342 of the Civil Code, the following articles are specifically accepted and approved: n. 1 (General provisions), n. 2 (Formation of the contract - customer acceptance), n. 6 (Payments), n. 7 (Guarantees), n. 10 (Applicable law and competent court)*

Date: \_\_\_\_\_

Sign & stamp: \_\_\_\_\_