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## **SALE TERMS & CONDITIONS**

1. **Acceptance of terms.** These General sale terms & conditions apply for any goods sold by Bea Technologies SpA ("Seller") to any Customer ("Buyer") and shall be considered an integral part of the selling condition. Any different or additional terms are hereby rejected. Buyer and Seller may be collectively referred to as "Parties." Any variance from the General Sale Terms & Conditions must be agreed in writing by the Parties.
2. **Price.** Unless otherwise indicated herein, all prices are VAT excluded. The quoted prices are ex works from Seller's facility, unless otherwise agreed in writing.
3. **Insurance for transport, freight and transit.** Goods shall be delivered at the address shown on the Buyer's purchase order. Any eventual insurance will be at Customer expense and will have to be indicated separately in the purchase order. Customer at goods receipt will have to check the integrity of the goods and of the packaging delivered.
4. **Delivery terms.** The delivery time is the one reported in the order confirmation. In any case, if a period of time is indicated, the same will start, if not agreed differently, from either, the date of the order receipt, the date of the issuance of the letter of credit or from the drawings approval.
5. **Terms of payment.** Payment shall be made to Seller adhering to the agreed credit terms. Payments can be made to Seller's bank accounts (details are on the invoice) or by check at Seller's address. Under no circumstance can the Customer delay the payment. Any unpaid invoices shall accrue interests equal to the Italian legally official rate; the interest will not have any impact on Seller's right to the payment within the agreed terms. Seller reserves the right to stop deliveries and refuse orders in case of any overdue amount.
6. **Description of goods.** All photos, catalogues, leaflets and other materials are for general information only and no liability will arise from such, unless otherwise agreed in writing. All technical drawings and specifications shall remain the property of Seller and cannot be disclosed to third parties without Seller prior written consent.
7. **Resale product.** The information available for a resale product (goods bought from third parties and sold by Seller) are the one coming from their respective Supplier. Therefore Buyer agrees to waive Seller for any and all damages coming from the accuracy or completeness of such information. The Resale items are guaranteed according to the manufacturer warranty. No warranty is given by Seller with respect to any goods, apparatus, instrument, component or accessories not manufactured by the Seller.
8. **Tests.** Seller products are checked before delivery. In case the Buyer requires any extra testing witnessed by Buyer, a written schedule shall be agreed between the Parties with a notice period of at least 7 days.
9. **Warranty.** On the condition that the established payment terms and conditions have been observed, Seller is engaged to repair or replace free of charge the parts of Seller's products that, free from any manumission and in spite of a proper use, are showing defects in workmanship or materials, within a period of 12 months since the delivery date, whereas these parts are returned to Seller workshop at the Buyer's



charge. All consumables are excluded. The guarantee shall terminate if any modification or repairing of goods has been carried out by third parties without Seller previous written consent. Each part replaced under guarantee shall remain in Seller property.

10. **Claims and return items.** Goods are intended to be accepted by Buyer when received. In case of defective goods Buyer will send a written claim to Seller. Seller shall have the right to inspect such claim, requesting if necessary, to have the goods shipped at Seller facilities, at Buyer expenses. Seller shall have the right to test the returned goods and, at Seller choice, will decide either to issue a credit note or to replace the defective goods. Seller will charge Buyer for any unfounded claim.
11. **Limitation of Liability.** Seller shall not be responsible for whichever claim concerning the resulting damages caused wholly or partially through the installation or the improper use of goods. Buyer expressly agrees that Seller will be liable up to the amount of defective product except for negligence or fraud.
12. **Objections.** For whichever disputes, below the amount of € 20.000,00 arising therefrom shall be settled through amicable discussion between the parties. If amicable settlement cannot be reached, the matters in dispute shall be resolved exclusively by binding arbitration pursuant to the Codes of Civil Procedure art. 806 and following (the „Rules“) by binding Ritual Arbitration utilizing 3 (three) arbitrators. The arbitrators are selected one by each party. The President will be elected within ten days from the latest appointment by the former selected arbitrators. If any disputes arise from the appointment of the President or if one of the party doesn't appoint its arbitrator within 20 (twenty) days from the latest appointment the President of the Milan Law Court will be responsible for. The place of arbitration shall be Milan, Italy and the language for the arbitration shall be English or Italian. The parties agree to exclude any right of application or appeal to any court in connection with any question of law arising in the course of the arbitration, except for purposes of enforcing the award and except that either party may apply to any court of competent jurisdiction for injunctive relief or other interim measures in support of arbitration. Any such application shall not be deemed incompatible with this Agreement or as a waiver of this Agreement. The arbitrator shall have the right to assess the costs of arbitration, including the legal fees and other costs incurred by either party, against the losing party or in such other manner as he deems just. The award of the arbitrator shall be final and binding and not subject to judicial review, except as provided by law in a proceeding to enforce the award. For any disputes above €20.000,00 is competent the Law Court in Milan and will be applicable the Italian Law.

Date

Signature

Buyer expressly agrees clauses 3,4,5,6,7,8,9,10,11,12

Date

Signature