

B.S.A. S.R.L.

**ALBERI E RULLI TEMPRATI E RETTIFICATI
PER MECCANICA DI PRECISIONE**

PARTITA IVA: IT 04426240158

Via Benedetto Marcello 6

20124 Milano (Mi) - Italy

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B.S.A. S.R.L. - GENERAL CONDITIONS OF SALE - BSA-GSC18-V02

1. REGULATIONS CONCERNING THE SALE

- 1.1 Any contract made by B.S.A. S.r.l. (hereinafter the "Seller") for the supply of its products (hereinafter the "Products") to a customer (hereinafter the "Buyer") shall be subject to these General Conditions of Sale, which supersede any earlier oral or written agreement between the Seller and the Buyer.
- 1.2 In addition to these General Conditions of Sale any contract between the Seller and the Buyer will be subject to the particular conditions set forth in the Order Confirmation issued by the Seller.
- 1.3 These Terms and Conditions shall prevail over any condition subject to the Seller by the Buyer
- 1.4 In case of conflict between these General Conditions of Sale and the particular conditions set forth in the Order Confirmation, the particular conditions shall prevail.
- 1.5 These General Conditions of Sale are enclosed by the Seller to its quotation / offer and are considered fully read and accepted by the buyer with the confirmation of the purchase order.
- 1.6 No derogation, variation, addition or cancellation to these General Sales Conditions shall be deemed valid in the absence of an express agreement between the parties in writing.

2. ORDER'S ACCEPTANCE AND SELLER'S DISCLAIMER OF LIABILITY FOR ANY SELLER'S INFORMATION

- 2.1 Any order from the Buyer shall be binding for the Seller, only when accepted in writing by the Seller with the Order Confirmation.
- 2.2 The acceptance of the order confirmation by the Buyer involves the complete acceptance of all conditions enclosed in the General Conditions of Sale, which must be considered integral part of the contract of sale.
- 2.3 Verbal or telephoned orders and any oral modification of orders must be confirmed in writing by the Buyer, otherwise the Seller accepts no responsibility for errors or consequent misunderstandings.

3. DELIVERY, SHIPMENT AND PACKING

- 3.1 Unless otherwise stated by the Seller in the Order Confirmation, the delivery of the Products shall be *Ex Works BSA* (Incoterms® 2020). Delivery terms such as FCA, FOB, CIF etc used in the quotation, tender, order or order acknowledgment will be interpreted in accordance with INCOTERMS 2020 as amended from time to time.
- 3.2 The Buyer will take delivery of Products within 5 (five) days of being given notice that Products are ready for delivery. If the Buyer won't provide to arrange delivery within 10 (ten) days of being given notice that Products are ready, the Seller will be entitled to apply to Buyer all the related storage costs and expenses and Products will be deemed to have been delivered direct by the Seller charging all the delivery costs to the Buyer including, without limitation, storage and insurance costs.
- 3.2 The terms of delivery are not binding. The Seller shall, however, to the best of his ability, observe the time of delivery agreed upon; but delays shall not entitle the Buyer to claim cancellation or indemnification for direct or indirect damages, subject to, however, the Buyer's right of termination if such delay exceeds a period of sixty (60) working days after receipt of a written notice of default by the Seller. The Seller is not liable to any delay caused by forwarding companies during transport such as longer transit time, Custom operations or any inconvenience causing delay under transport.
- 3.3 If the terms of delivery are not observed by the Seller due to force majeure (*i.e.* mobilization, war, riot or similar events, strikes, lockouts) or reasons beyond the control of the Seller (*i.e.* frost, fire, explosion, lack of raw materials or other events that prevent or delay the production), the terms for delivery will be appropriately extended, at least for a time corresponding to the duration of the events determining the delay.
- 3.4 The Products will be packed by the seller solidly and in a way suitable for long distance transportation. All materials will be protected against rust for a Period of six months; in case the Products will be held on stock for a longer time, the buyer has all responsibilities to prevent corrosion of the goods.

4. RETENTION OF TITLE

- 4.1 It is agreed that the Products supplied to the Buyer remain property of the Seller until complete payment is received by the Seller. In the event of default on behalf of the Buyer, the Seller may, without any formalities, including formal notice, take possession of all products subject to retention of title wherever they may be and shall reserve the right to demand appropriate additional compensation for any damages sustained.

5. PAYMENT AND BANKING COSTS

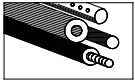
- 5.1 Unless agreed otherwise in writing, payment shall be made promptly on the due date mentioned in the invoice without any discount, deduction or set-off by Buyer being permitted.
- 5.2 If no payment has been made by the Buyer on the due date, the Seller reserves the right to charge interest on delayed payments from due date on an annual rate which is five (5) points above the official ABI debtor rate from time to time in force.
- 5.3 All banking charges applicable in Italy shall be borne and paid by the Seller; all banking charges applicable out of Italy shall be borne and paid by the Buyer.

6. COMPLAINTS – RETURNED PRODUCTS

- 6.1 The Buyer will inform the Seller of any complaints related to packing, quantity, number or exterior features of the Products, by registered letter return receipt, within 10 working days from receipt of the Products. Failing such notification, the Buyer's right to claim the above defects will be forfeited.
- 6.2 All claims for breakage and damage due to transport, whether concealed or obvious, must be made to the carrier by the Buyer as soon as possible after receipt of the shipment and has to be indicate on writing at arrival on the Bill of Lading. The Seller will render the Buyer reasonable assistance in the securing of adjustment for such Forwarder's damage claims.
- 6.3 Complaints regarding hidden defects, which cannot be discovered on the basis of a careful inspection upon receipt of the Products, shall be notified to the Seller, by registered letter return receipt, within 10 working days from discovery of the defects and, in any case, within the terms of warranty provided for in article 7 of these General Conditions of Sale. Failing such notification, the Buyer's right to claim the above defects will be forfeited.
- 6.4 The Seller will only accept previously authorised returns; the returned products must be integral and must be returned in their original packaging, properly packed and containing proper labels. The Seller will examine the returned Products to verify the existence of the defect in question and to verify that said defect is attributable to the Seller. Only then will the Seller replace or adjust the Products identified as defective and/or non-compliant. Any Products returned without authorisation shall not entitle the Buyer to receive credit notes for the same. In case the Products won't be found defective attributable to the Seller, all the costs and risks associated with the return of the goods shall be borne entirely by the Buyer.
- 6.5 Pending a complaint, the Buyer will have no right to suspend or delay the payments of the defective Products, nor of different supplies. Any right of termination of the agreement by the Buyer is also excluded.

7. WARRANTY – LIMITATION OF LIABILITY

- 7.1 The Seller represents and warrants to the Buyer that the Products shall meet to the products specifications for a period of 12 (twelve) months from the date of delivery.



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- 7.2 The Buyer will lose its right to enforce the warranty if he will not notify to the Seller the defects of the Products within the terms indicated in article 6 above.
- 7.3 The warranty is excluded in case of (i) use of the Products inconsistent with their technical specifications, (ii) damages caused to the Products for reasons not due to Seller's fault.
- 7.4 The Seller does not warrant that the Products conform to particular specifications or technical features or that they are suitable for particular usage except to the extent such characteristics have been agreed upon in writing by the parties.
- 7.5 In case the Buyer incurs in a loss or damage due to defective Products, except in case of fraud or gross negligence of the Seller, Seller's liability and, consequently, the compensation of damages due to the Buyer shall not exceed the value of the defective Products.
- 7.6 The Seller shall not be held responsible of any loss or damage suffered by the Buyer for (but not limited to) cancellation of orders from its clients, penalties for delayed deliveries to clients, lost profits and/or lost production, whether arising under breach of warranty or contract, negligence, indemnity or any other theory of liability, and for any other damage, penalty or reimbursement due in connection with the commercial relationships between the Buyer and its clients.
- 7.7 The warranty shall be excluded in case of (i) damages in transit and/or improper storage, installation, start-up, assembly, use, handling, repair, replacement or maintenance of the Products or failure to comply with the Seller instructions as specified in the relevant Service Book and/or any other documents which may have been submitted to the Buyer;(ii) damages resulting from processing of unauthorized materials or ancillary equipment, part suppliers, fluids, lubricants, insulation, foundations, clearances and services.
- 8. REVISION OF THE ORDER**
- 8.1 In case the Buyer wants to modify some order conditions and the goods are not yet delivered, the Seller must give its consent in writing. Any and all modifications to delivery time, quantities or drawings, revision of drawings, dimensions, materials, heat treatments and other mechanical or dimensional characteristics of the items, the Buyer shall inform the Seller immediately in writing. The Seller has the right to accept the requested modification giving to the Buyer, upon explanations, the additional costs of each item, if any. The Seller has the right to modify the delivery time required for the manufacturing according to new request.
- 9. SUSPENSION, CANCELLATION AND TERMINATION OF THE ORDER**
- 9.1 In case the Buyer requests to suspend, cancel or terminate the order, the Seller must give its consent in writing. When a request of cancellation or termination occurs after completion of the commodity or part of the same, the Buyer shall pay all the relative costs to the Seller. In case of down payment conditions specified into the order, the Buyer will lose the money to complete advantage of the Seller.
- 10. DELAYED DELIVERY AND LATE DELIVERY PENALTIES**
- 10.1 Should the seller fail to make delivery on time as indicated in the order confirmation, with the exception of Force Majeure cases as specified in clause 3.3 of these General Supply Conditions, the seller shall agree to pay a penalty to the buyer only under the condition that this clause was already requested in the first original inquiry of the goods or upon different agreement specified in the purchase order and accepted by the seller by return of signed contract.
Such penalty, however, shall never exceed 5% (five percent) of the total value of the items affected by the delayed delivery and shall be applied only to the items object of the delay.
- 11. COSTS**
- 11.1 Any tax, duty, cost of testing or inspection and in general all the present and future costs related to the contract shall be borne by the Buyer.
- 11.2 Any cost related to inspection of the Products at the presence of the Buyer personnel i. e. cost for traveling, accommodation and/or special equipment required for the inspection will be borne by the Buyer.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 If Products are manufactured by the Seller based on design specifications, drawings, models or other specifications from the Buyer, the Buyer shall indemnify the Seller and hold the Seller harmless in the event of any violation of proprietary rights and upon request from the Seller, shall join the corresponding proceedings as a party or intervening party at the expense of the Buyer and shall conduct the lawsuit to the Seller's benefit.
- 12.2 Offer and project documents as well as performance documents such as plans, sketches, and other technical documents as well as samples, catalogues, prospectuses, illustrations and the like always remain the intellectual property of the Seller and are subject to the applicable legal requirements as regards copying, reproduction, competition, etc. The Seller can request the documents at any time, and they shall be returned to him without being requested if an order has been issued to another party.
- 13. CONFIDENTIALITY**
- 13.1 The Buyer hereby agrees not to disclose to any third party any confidential information relative to the Seller's activities, its production, sales plans and clients, which may have come to its knowledge during the performance of the contract.
- 13.2 If the Buyer is required to disclose any confidential information by a competent judicial or administrative body, pursuant to applicable law or regulations, it shall promptly notify this to the Seller. In any case the Buyer shall furnish only that part of confidential information that is legally required.
- 13.3 The Buyer further agrees not to use any confidential information for any purpose other than that related to the contract.
- 13.4 In case of breach of this clause, the Buyer will pay to the Seller a penalty of 300 % the value of the related contract.
- 14. GOVERNING LAW AND JURISDICTION**
- 14.1 These General Conditions of sale shall be governed by the laws of Italy.
- 14.2 Any dispute between the parties that cannot be settled by mutual agreement and that related to the interpretation, performance, breach, termination or enforcement of the contract or in any way arises out of or is derived from such contract shall be settled exclusively by the Court of Milano.
- 14.3 However, as an exception to the above principle, the Seller is entitled to bring his action before the competent court of the place where the Buyer has its registered office.
- 15. PRIVACY**
- 15.1 We updated our privacy policy to comply with the EU's General Data Protection Regulations (GDPR). Our privacy policy is published on the website www.bsarolls.it
- 16. ADVERTISING OF THE GENERAL CONDITIONS OF SALE**
- 16.1 These General Conditions of Sale **BSA-GSC18-V02** are published on the website www.bsarolls.it and www.termostahl.it.
- 17. VALIDITY OF NEW RELEASE**
- 17.1 These General Conditions of Sale **BSA-GSC18-V02** enter into force from 01 June 2018 and replace previous one BSA-GSC09-V01.