

General Conditions of Sale

1. General provisions

1. These General Conditions of Sale (hereinafter GCS) are an integral part of each sales agreement executed between Bereva Srl (hereinafter "Bereva") and customer (hereinafter "Customer") for sale of products and/or services manufactured and/or sold by Bereva (hereinafter "Products").

2. Application of any other different provision, although indicated by Customer based on a reference made to its own purchasing or contractual provisions, is expressly excluded.

3. Any modification of the GCS herein must be confirmed in writing by Bereva, which may indicate different special conditions for each offer. In particular, Bereva reserves the right to amend or integrate GCS, by including such variations to offers or to any written correspondence sent to Customer.

4. In case of conflict between GCS and the aforementioned special conditions, the latter shall prevail.

2. Offers and order confirmations

1. Offers remain in force for a period of 30 days from the date of issue, unless stated otherwise by Bereva in writing. Anyhow, offers must always be subject to written confirmation by Bereva.

2. In any case sales agreement shall considered executed with order confirmation from Bereva (hereinafter "Order Confirmation") or, failing that, following the notice of availability of Products and/or to the receipt of the invoice.

3. Bereva, however, reserves the right to cancel or change offers at any time.

3. Products features-modifications

1. Any information regarding features and/or technical specifications of Products displayed in catalogues, brochures, price lists, internet publications, will be binding only to the extent that they have been expressly referred to by Bereva in Order Confirmation.

2. Unless otherwise expressly agreed, information contained in texts and images (e.g. illustrations or drawings) in catalogues, brochures, websites or other publications, are for illustrative purposes only and solely define Products general features and their possible use, without any guarantee regarding endurance or specific characteristics. More precisely, specific characteristics may differ from the aforementioned images or examples with regard of material, color or shape.

3. Bereva refuses any liability for performance or for suitability of Products for a particular purpose.

4. Bereva finally reserves the right to make any changes to Products which may prove to be necessary or appropriate, without altering their essential characteristics. Consequently Bereva reserves the right to amend Products specifications and to deliver to Customer other Products of equal value, in substitution of Products ordered.

4. Prices

1. Unless otherwise expressly specified, prices of Products are those indicated in Bereva Order Confirmation and must be considered net of VAT.

2. Prices of Products shall include price of standard packaging. All other costs such as transport, insurance, taxes, customs fees as well as export or import costs, installation, start-up, drawing up schemes and any other cost not expressly indicated, will be invoiced separately to Customer.

3. Bereva reserves the right to change the prices at any time until the execution of the contract, by giving promptly notice to Customer.

5. Terms of payment

1. The payment of price of Products must be made in accordance to terms and conditions indicated in Order Confirmation.

2. Failure to comply with the agreed payment terms will result in the application on the amount due of default interest pursuant to Legislative Decree no. 231 of 2002 and subsequent amendments, and will authorize Bereva to immediately suspend all performances due under this contract.

3. It is understood that Customer shall not be entitled to suspend and/or delay payment of Products and of any other Product supply, subsequent to any disputes and/or claims, nor to offset any amounts due to Bereva with any of the abovementioned demands.

6. Delivery terms

1. If not otherwise indicated, delivery of Products shall be made in accordance with Incoterms® 2020, EX WORKS Bereva operational headquarters.

2. Any delivery terms are intended to be an estimate, even when defined mandatory by Customer and shall not be made of essence by notice.

3. Bereva shall not be liable for any delays due to force majeure or to other unpredictable events as better defined in art. 18 or to any Customer's behavior or omissions.

4. In any case, Bereva reserves the right to make partial deliveries.

7. Intellectual property rights and use of Software.

1. In the event a software and the related documentation (hereinafter "Software"), are included in the delivery of Products, Products sale shall not be deemed as the assignment of rights or of the ownership of Software, but subject to the conditions herein contained only of a limited, non-exclusive, non-transferable license to Customer of the rights to:

- use Software in relation to and as included in Products
- resale Products as sold by Bereva to Customer, respecting the terms of use therein contained.

As an example Customer will not be entitled to:

- i) modify, decode, decrypt, adapt, alter Software;

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- ii) make or have unauthorized copies made of Software and of any updates thereto;
- iii) use Software in breach of the current laws;
- iv) carry out any reverse engineering operation on Software, meaning the possibility of going back to the source code and all its composing elements;
- v) use Software and/or any source code in products other than Products;
- vi) modify the hardware support relating to Software of Products.

2. Customer undertakes to transfer the same limitations referred to in art. 7.1 to any third-party user of Software, applying them similar obligations to those set out in these GCS.

3. The terms of any specific license agreement may be applicable in addition to these GCS. In case of conflict between GCS and the license agreement, the latter shall prevail.

4. Customer acknowledges that a behavior different from what stated under art. 7.1 would constitute a violation of Bereva's rights on Software and, in general, of copyright laws and will entitle Bereva to immediately terminate the contract and/or to suspend the following supplies of Products.

5. Customer finally expressly acknowledges that trademarks, commercial names or other distinctive signs affixed to Products are in the exclusive property of Bereva and that they cannot be altered, modified, removed or deleted in any manner whatsoever.

6. Save for what provided under artt. 7.1. and 7.3 nothing contained in GCS shall be deemed as an assignment to Customer of Bereva's IP rights on Products or the granting of any license.

7. Customer recognizes and accepts that Products' Software could contain errors and malfunctions and that updates could introduce new errors not existing in previous versions. Therefore, as of now, Customer renounces to file any claim for compensation against Bereva, in any case related to the above-mentioned.

8. Save for any willful misconduct and/or gross negligence, Bereva and/or any of its supplier assumes no liability for any defect, error and malfunction of Software, nor for direct and indirect damages caused to Customer or third parties from the above (included but not limited to: loss of information or profits, costs, expenses or loss of incomes, etc.).

9. In any case, in order to prevent any damage to Customer or to third parties, Customer is required to attentively carry out accurate controls on the functioning of Software before, during and following each Software installation or update and setup operation, as well as making sure that Product and related Software installed in its units/applications fully meet the requirements and performances required.

10. Finally, it should be noted that Products are supplied in suitable packaging including Software's pin code and registration key which are unchangeable and Customer will be solely responsible for their conservation.

8. Products' application, installation and use

1. Products are intended for professional use only.
2. Products must be installed and replaced only by qualified personnel and shall be used in accordance with the technical specifications sheets.
3. Furthermore, Bereva does not warrant for any defects originating from Customer's lack of compliance of the instructions contained in the technical documentation referred to in paragraph 8.2, in case of tampering, improper use and incorrect installation, configuration, maintenance, repair, or modifications carried out both by Customer and by third parties.

9. Software updates, maintenance and support and Cloud Services

1. Any Software update, maintenance and assistance services and Cloud Services conditions connected to Products, shall be governed by a separate agreement.
2. In the event of reporting of failures or malfunctions, Customer undertakes to provide all the specifications and information requested by Bereva for the resolution of the problem.
3. Customer hereby authorizes that Software maintenance services and Cloud Services can be provided in whole or in part, by a third party duly identified by Bereva.
4. Customer hereby acknowledges that he is solely responsible for the content entered, present, transited and/or stored in the Cloud storage and undertakes to use Software and access rights to Cloud Services exclusively for lawful purposes complying with the applicable laws and complying with diligence, moral and public order requirements and in any case, without infringing third party rights.

10. Cancellation of Contract

1. In the event that Customer cancels an order already confirmed by Bereva, Customer shall pay to Bereva a penalty equal to 5% of the Net Value of Order Confirmation for the canceled Products, without prejudice for further damages.
2. For the purpose of these GCS Net Value means the price of Products net of the expenses referred to in art. 4.2
3. It is understood that orders already confirmed by Bereva relating to special or customized Products cannot be canceled in any way and the Customer will be required to pay the full price.

11. Product return

1. Unless previously agreed, Bereva shall not be required to accept Products return.
2. Products return demand must be filed by Customer filling the "Return request form" available on Bereva website or by contacting Bereva's office and it shall be complying with the instructions and notes contained therein. The return of catalogs Products can only be executed upon declaration of "acceptance" and delivery of the associated "Ticket Authorization" number. Products return note shall detail the

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reason as "RETURNED MATERIALS - AUTHORIZATION TICKET N°" hereabove, followed by the number issued by Bereva upon acceptance of the request. Return shall take place free of charge for Bereva, as per Incoterms® 2020DDP Delivery Duty Paid, at the operational headquarters of Bereva.

12. Duty of inspection and acceptance of Products

1. Upon delivery of Products, Customer shall immediately:
 - (i) check the packaging of Products and to record any objection or defects in the delivery note;
 - (ii) check conformity of Products compared to Bereva's Order Confirmation and record any difference in the delivery note.
2. Shouldn't Customer make any objection in the delivery note, Products shall be as accepted. Customer undertakes to examine all Products to verify that they are free from faults or defects at the time of their delivery.
3. Any hidden defects must be communicated in writing immediately and in any case mandatory within 8 days of their discovery, under penalty of forfeiture.

13. Warranty

1. Pursuant to this article 13, Bereva guarantees during the warranty period that the delivered Products meet the specifications specifically listed in the corresponding technical data sheets.
2. Without prejudice to any mandatory rules, Bereva guarantee is in lieu of any other legal guarantee which Customer expressly waives hereto. In particular, no guarantee is provided for any damages that are caused, even partially or indirectly, by Customer or third parties to Customer itself or third parties, when:
 - a) Products are used in applications not specified in the technical or assembly data sheets;
 - b) Products are used in a way that does not comply with local laws or regulations or with the instructions provided by Bereva (especially with regard to installation, start-up, operating regulations and information contained in the technical and assembly data sheets);
 - c) Products are used in special environmental conditions, specifically constantly in contact with aggressive chemicals, gases or liquids, not complying with operating parameters or term of use;
 - d) Products are assembled, handled, installed or used improperly, without due care, or by unqualified personnel;
 - e) Products have been modified or repaired without prior written authorization from Bereva;
 - f) Products are damaged due to inappropriate use or due to excessive effort, pressure or stress;
 - g) Products are stored inappropriately; or
 - h) Customer or third parties are responsible for the damage.
3. Products warranty period is two (2) years from the date of delivery.

4. Customer shall immediately take all necessary measures to minimize any further damage. Should art. 12 be applicable, Bereva at its own discretion undertakes to replace the defective Products with equal or equivalent ones, or to send Customer a credit note equal to the Net Value paid for defective Product.
5. Any additional expense for the replacement of Products, such as transport costs etc., will be entirely borne by Customer if Bereva determines that warranty is excluded pursuant to these GCS.
6. Replacement carried out under warranty do not interrupt the warranty period.
7. Bereva may require Customer to replace in a plant any defective Products or parts thereof to prevent damages; in this case Bereva shall refund the buyer for any reasonable expenses subject to its approval.

14. Limitations of Liability

1. Bereva's liability is defined in previous art.13.
2. Any other complaint by Customer towards Bereva, including but not limited to price reductions demands or order cancellations, is expressly excluded.
3. Except for those related to Products themselves, Customer has no right to request compensation for damages.
4. In particular, Bereva shall not be liable for costs needed to investigate the origin of the defective, for expert advice, for indirect or consequential damages and costs (including damages resulting from defects) such as plant shutdowns, and income loss for data errors, remarkably for Products with a measuring function and for damages caused by recall actions unless these were caused intentionally or by gross negligence by Bereva.
5. Limitation of Bereva liability shall be extended to its employees, collaborators and representatives.

15. Resale

Any resale agreement shall contain the same warranty terms and limitation of liability restrictions on the third party as those contained hereof.

16. Retention of title

1. Products will remain property of Bereva until Customer has paid the relative invoices in full.
2. In the event that in the country where Customer has his domicile, for the validity of retention of title in favor of Bereva, it shall be necessary to complete administrative or legal formalities such as, the registration of Products in public registers, or the affixing of appropriate seals on them, Customer undertakes as of now to collaborate with Bereva to take all necessary actions in order to obtain a valid right concerning the aforementioned retention of title.

17. Indemnification

At Bereva's first request, Customer shall fully indemnify, defend and hold Bereva harmless from any third party claims

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connected with the events indicated in art. 13, from letter a) to letter h), or claims relating to the liability of manufacturer and seller.

18. Force majeure

1. Neither Bereva nor Customer are to be held responsible for damages resulting from unforeseeable events regardless of whether they occur at the Bereva headquarters, of Customer or of third parties, including but not limited to, epidemics, war, embargo, natural disasters, serious operational problems, accidents, strikes, non-delivery of raw materials, semi-finished or finished products, institutional measures or injunctions or any other circumstance beyond Bereva or Customer control.
2. Payments may not be suspended or delayed under such circumstances.
3. Should the case be, both parties will implement all necessary measures to prevent damages, or should damages have already occurred to minimize their consequences and amount.

19. Handling of personal data

1. Customer's personal data shall be handled in accordance with the European and Italian data protection laws.
2. Bereva informs Customer that Bereva is the data controller and that Customer's personal information is collected and processed exclusively for the execution of this agreement and of the applicable laws.
3. Please find more information on our data protection guidelines at the following address: www.bereva.it.

20.- Miscellaneous

1. The invalidity in whole or part of any provision of the GCS shall not affect the validity of the remaining provisions.
2. Bereva reserves the right to modify these GCS at any time.
3. These GCS have been drafted in Italian and English. In case of inconsistency and/or discrepancy between the two texts, the Italian version shall prevail.

21. Law and Jurisdiction

1. Save for expressly governed by these GCS, each Product sale agreement entered between Bereva and Customer, shall be subject and construed in accordance with Italian law.
2. Any questions arising between the parties and concerning the interpretation, validity and enforcement of each sale agreement, shall be exclusively referred to and finally resolved by the Courts of Padova, Italy.
3. It is understood that Bereva at its own discretion, may have the faculty to waive the exclusive jurisdiction set forth in the foregoing paragraph to bring the action against Customer in its domicile and before any court of competent jurisdiction.
4. These GCS shall be deemed as fully accepted upon order of Products.