

## **BINI OFFICINE – General Sales Conditions**

### **1. Definitions**

1.1 Under the terms of these general conditions of sale (hereinafter “Conditions of Sale”), the following definitions are given:

- BINI HCS: Bini Officine, Via Porrettana Nord 33/A, 40043 Marzabotto (Bo) – ITALY;
- Customer: the purchaser of the BINI HCS Products;
- Products: the goods produced and assembled by BINI HCS;
- Order(s): every proposal for purchase of the Products forwarded by Customers to BINI HCS by fax or e-mail;
- Order Confirmation: every written confirmation that BINI HCS sends to the Customer in acceptance of the Order;
- Sale(s): every sales contract concluded between BINI HCS and the Customer following receipt by the Customer of the written acceptance of the Order by BINI HCS.

### **2. Subject**

2.1 All the Sales are governed exclusively by these Conditions of Sale. Any other terms and/or conditions other than those indicated in the Conditions of Sale are deemed to be valid only where accepted in writing by BINI HCS.

2.2 BINI HCS reserves the right to alter the Conditions of Sale, it being understood that such modifications shall apply to all Sales concluded from the 30th day following the notification to the Customer of the new conditions.

### **3. Orders and Conclusion of the Contract**

3.1 The Customer shall send BINI HCS specific Orders containing the description of the Products, the required quantity, the price and the requested delivery terms.

3.2 The Sale shall be deemed to be concluded: when the Customer receives from BINI HCS the Order Confirmation conforming to the terms and conditions of the Order, or, if the Customer receives from BINI HCS an order confirmation with terms that differ from those laid down in the Order, 2 working days following the date of receipt of the confirmation containing the different terms without BINI HCS receiving any written claim by the customer during that period.

3.3 Orders that have been duly accepted by BINI HCS cannot be cancelled by the Customer without the written consent of BINI HCS. In the event that BINI HCS accepts the cancellation of the Order, BINI HCS reserves the right to invoice the Customer the costs and any expenses incurred as a result of the cancellation.

### **4. Modifications to Products**

4.1 BINI HCS reserves the right to modify the Products at any time, provided that such modifications do not prejudice the initial functions or use.

### **5. Prices and Payments**

5.1 Unless otherwise agreed, the prices applied are those of the price list in force at the date of Order Confirmation.

5.2 Unless otherwise agreed, the prices are deemed to be ex-works, exclusive of VAT and any discounts. The prices do not include the costs of packaging, shipment and transportation from the BINI HCS premises to those of the customer. These costs shall be borne separately by the Customer.

5.3 Without notice and with immediate effect, BINI HCS reserves the right to alter the prices accepted in the event of a variation in construction costs or raw materials that are beyond the control of the company. In all other cases, changes in prices shall be notified to the Customer and shall take effect for all Orders received and/or confirmed by BINI HCS for which the delivery date falls more than three months from the date in which the variations were notified to the customer.

5.4 Unless otherwise agreed in writing between the parties, BINI HCS, at its sole discretion, shall issue invoices at the time of Order acceptance or Product delivery.

5.5 Payments shall be deemed to be made only when made at the conditions and in the terms indicated in the Order Confirmation and the invoice.

5.6 In the event of non-payment within the agreed deadline, BINI HCS reserves the right to apply interest charges as laid down in Italian Legislative Decree (D.lgs.) 231/02.

5.7 Under no circumstances may payments be suspended or delayed.

5.8 The ownership of the Products will remain with BINI HCS until the full payment of the price.

### **6. Delivery terms**

6.1 Unless otherwise agreed, goods travel at the expense and risk of the Customer.

If required, BINI HCS will manage the transportation of the Products using the most appropriate means where not specified by the Customer; however, also in this case the costs and risks shall be borne by the Customer.

6.2 The delivery terms laid down in the Order Confirmation are indicative and not essential pursuant to art. 1457 of the Italian Civil Code and, in any case, do not include transportation times. In any case, BINI HCS shall make all reasonable efforts to comply with such terms.

6.3 Without prejudice to the provisions of art.6.2, BINI HCS shall not be liable for any delays or non-deliveries that are due to circumstances beyond its control, which may include but are not limited to:

- i) delays or imprecisions by the Customer in providing BINI HCS with the data required for the supply;
- ii) difficulties in obtaining supplies of raw materials;
- iii) problems affecting production or order planning;
- iv) force majeure, including but not limited to strikes, power cuts, natural disasters, measures imposed by public authorities, transportation problems, disorders, terrorist attacks;

In the event of the occurrence of any of the aforementioned circumstances, the Customer shall not be permitted to apply any contractual penalties or other rights of default.

6.4 The delivery of the Products may be suspended should BINI HCS consider that the equity situation of the Customer and/or the amount of the debt are such that they constitute an evident hazard for the payment of the price.

6.5. The Customer in any case accepts partial deliveries.



## **7. Non conformities**

7.1 Any difference in the Products delivered to the Customer in terms of the type and quantity indicated in the Order must be notified to BINI HCS in writing within 5 days of the date of delivery. Should no reports be received within such term, the Products delivered shall be deemed to comply with the Customer Order.

## **8. Warranty and repair of the Products**

8.1 Unless otherwise agreed upon, BINI HCS warrants that the Products are free of faults/defects (excluded the parts of the Products not manufactured by the Seller) for a period of two years from the date of their delivery to the Buyer.

8.2 The warranty shall not extend to any Products whose defects are due to (i) careless or improper use; (ii) failure to observe the Seller's instructions regarding the functioning, maintenance and the storage of the Products; (iii) repairs or modifications made by the Buyer or a third party without prior written authorization of BINI HCS.

8.3 Provided that the claim of the Buyer is within the remit of the warranty, BINI HCS shall undertake, at its discretion, to replace or to repair any Product or its part showing faults/defects.

8.4 The Buyer shall notify the Seller in writing of the presence of any fault or defect within 30 days of the delivery of the Products, or, in the event of faults or delivery not detectable by persons of average diligence within 30 days of the discovery of the same.

8.5 The Buyer shall in any case forfeit all warranty rights vis-à-vis of BINI HCS if the price has not been paid according to the agreed terms.

8.6 Without prejudice to the terms of article 8.3 above and save for the case of fraud or gross negligence, BINI HCS shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of any mandatory law provisions. In any case, BINI HCS shall not be liable for indirect or consequential damages of whatsoever nature.

8.7 In any case, Buyer's right to damages shall be limited to a maximum amount equal to the value of the Products showing defects or faults.

## **9. Legal domicile, applicable law and jurisdiction**

9.1 BINI HCS is legally domiciled at its own head offices.

9.2 These Conditions of Sale as well as each single Sale shall be governed by and construed in accordance with Italian Law.

9.3 All disputes arising from or connected to these Conditions of Sale and/or with each Sale shall be subject to the exclusive jurisdiction of the Court of Bologna.

9.4 Notwithstanding the section 9.3 above, BINI HCS reserves the right, when bringing legal action as plaintiff, to take such action at the Buyer's place of residence, in Italy or abroad.



**BINI HCS**