

## GENERAL CONDITIONS OF SALE

**1 - APPLICATION AND ENFORCEABILITY OF THE GENERAL CONDITIONS OF SALE**

1.1 - These Terms of Business, sent or delivered to the customer and published on the company's website and e-commerce website, govern the relationship between Bett Sistemi and the customer. All purchases made from our Sales Department, the Bett Sistemi website [www.bettsistemi.com](http://www.bettsistemi.com) or any other channel (including our agents and affiliates) are governed in full by these General Conditions.

1.2 - Sending the purchase order to Bett Sistemi, via any channel, shall involve full acceptance of these General conditions of sale, without reserves of any kind. The aforementioned conditions prevail over any and all other documentation and prospectuses published by the seller, that are provided for information purposes only and have a purely indicative nature.

1.3 - Any other provisions indicated on the customer's orders that may be in conflict with these General Conditions of Sale shall be considered null. Therefore, any indications provided by the purchaser (with the exception of the specifications of the products to be tailor made) shall be unenforceable towards the seller, regardless of the time they are communicated, unless expressly accepted. Only the specifications of the products to be tailor made may be added to these General Conditions, subject to prior acceptance of the seller.

1.4 - Any failure on the part of the seller to enforce any of the following provisions at any time shall not be construed as a waiver of any right at a later date.

1.5 - The conditions contained herein may be modified by Bett Sistemi without prior notice of any kind, and shall take effect on the date they are published on the website [www.bettsistemi.com](http://www.bettsistemi.com).

1.6 - All rights related to the pictures of the products and technical diagrams are the property of Bett Sistemi Srl. The technical drawings may in no way be reproduced, unless the source is explicitly mentioned and subject to the written authorisation of Bett Sistemi Srl.

**2 – PURCHASE ORDER**

2.1 - The customer must submit the order in writing, via the e-commerce website. Any telephone orders shall therefore need to be confirmed in writing by the customer within 24 hours of the call. If no confirmation is provided, the order shall not be taken into consideration. The sales agreement shall be considered stipulated only when Bett Sistemi accepts the order by sending the customer the related confirmation.

2.2 - Any changes made by Bett Sistemi to the customer's orders, shown in the confirmation letter sent to the customer, shall be considered accepted by the customer if the latter does not send any written remarks within 24 hours.

2.3 - Orders within Italy for an amount of less than 40 EUR (net of VAT and shipping), and orders within the EU and elsewhere for an amount of less than 100 EUR (net of VAT and shipping), will not be processed.

2.4 - If the Customer is an end consumer (namely a private individual who purchases the goods for purposes that do not involve his business), he will print or save a digital copy and in any case retain these General Conditions of sale after having completed the on-line purchase procedure, in observance of the provisions of articles 3 and 4 of Italian Leg. Decree no. 185/1999 on distance selling.

**3 - CHANGES TO THE ORDER**

3.1 - Any order changes or cancellations by the purchaser may be accepted only if notified in writing before shipment of the products (in the event of standard products) or before product

manufacture is commenced (in the event of tailor made products) and only if expressly accepted by Bett Sistemi via fax, to be sent to the customer within 24 hours as of the change or cancellation request.

3.2 - Should any of the conditions not be complied with, the products ordered shall be delivered as originally agreed and shall be paid for.

#### 4 - PRICE

4.1 - All prices shown in the catalogue are non-inclusive of VAT. Value added tax at the applicable rate, transport expenses (for orders amounting to less than 80 EUR, not inclusive of VAT) and customs duties shall therefore be added.

4.2 - Unless otherwise agreed, the products are sold at the price applicable at the time of the order. The prices of the products mentioned in the catalogue are those applicable at the date of publication, as shown on the cover. All prices may be changed, at any time

#### 5 - DELIVERY TERMS

5.1 - Products in stock when the order is booked may be made available or dispatched within at most 72 hours from the time of booking if payment is made by credit card or PayPal, or within the time indicated on the e-commerce website.

5.2 - If payment is made by bank wire transfer, the products on stock at the time of order acceptance may be made available or sent within a minimum term of 72 hours as of acceptance.

5.3 - As regards the products in the catalogue range that are not available on stock at the time of order acceptance or as regards special products, the approximate times required for manufacturing shall be communicated contextually with order acceptance.

5.4 - In any event, and for any type of product, the delivery terms shall always be considered indicative and may not justify claims for delay indemnity, damage compensation, sums withheld and/or cancellations of orders in progress, regardless of the causes, extent and consequences of the delay.

5.5 - Bett Sistemi shall be relieved from all delivery obligations in the case of force majeure events such as, by way of example and not limited thereto, wars, riots, fire, strikes, natural disasters, impossibility to receive supplies.

5.6 - Unless otherwise agreed, delivery shall be made directly to the customer, at Bett Sistemi'S facilities in Correggio 42015 (Italy) and namely by means of the forwarding agent chosen by Bett Sistemi or by the customer.

5.7 - The products are sold ex works Correggio 42015 Italy (works of Bett Sistemi) and they are transported at the risk of the addressee in derogation to the retention of title clause of Bett Sistemi, shown hereinafter.

5.8 - Unless otherwise expressly agreed, transport shall be ex-works, at the customer's expense, by the carrier chosen by Bett Sistemi, or failing that, by the carrier chosen by the same customer.

5.9 - Should any damage or failure occur during transport, it will be the customer's responsibility to make all the necessary claims and objections within 8 days of receipt of the goods (as shown at the bottom of the sale invoice).

5.10 Bett Sistemi shall be entitled to make partial deliveries.

5.11 – The Customer is required to check the following when the forwarding agent makes the delivery:

- that the number of parcels delivered corresponds to the number shown on the invoice;
- that the packing is in good condition and is not damaged, wet or in any case altered.

Once the shipping agent's document has been signed, the Customer may no longer make any claim

in relation to the content and condition of the delivery. The customer is responsible for his declaration.

5.12 - Subject to the provisions applicable to the forwarding agent, any visible product defects or non-conformities with respect to the products ordered and/or delivered and/or mentioned on the bill of shipment shall be notified in writing within eight days as of delivery, on penalty of nullity.

5.13 - The purchaser shall document any non-conformities found with actual evidence aimed at showing the fault or anomaly found and shall allow the seller to verify any such fault and remedy the same. To this end, the customer shall refrain from taking any direct action or allowing third parties to take action, for any reason whatsoever.

5.14 - For warranty purposes, the sole obligation for the seller shall be the free replacement or repair, using their own services, of the product or component found to be defective. The products covered by a warranty shall first be submitted to the seller's after-sales service for examination, this department's approval being required for any replacement. Transport expenses shall be charged to the purchaser if the warranty is not applicable.

## 6 – PAYMENT METHODS

The invoices, sent along with the ordered items, can be settled by:

### 6.1 - Credit card

6.1.1 - All credit card information is managed by a Banking Institute specialised in on-line payments handling. The credit card information is encrypted to prevent unauthorised use by third parties, and it is sent directly to the credit card issuer bank. At no time during the purchasing procedure may Bett Sistemi Srl view the purchaser's credit card information, as it is entered directly into the website of the bank that handles the transaction (using high security systems); since no data are transmitted, there is no possibility that they can be intercepted.

6.1.2 - No Bett Sistemi electronic archive contains or stores these data. Therefore, in no case may Bett Sistemi be held responsible for any fraudulent or illegal use of credit cards by third parties at the time the products purchased on [www.bettsistemi.com](http://www.bettsistemi.com) are paid.

6.1.3 - Bett Sistemi reserves the right to request the Customer supplementary information (e.g. landline telephone number) or to request that a copy of identity documents proving legal title of the card used be sent. Should the requested documents not be sent, Bett Sistemi reserves the right to not accept the order.

6.1.4 - Please remember that when the credit card transaction is completed, the Customer has authorised Bett Sistemi to withdraw the amount. The amount for the dispatched goods is debited to the Customer's credit card at the same time the on-line transaction is completed.

6.1.5 - All Visa and Mastercard circuit credit cards are accepted.

6.1.6 - If the order is cancelled either by the Customer or because of non-acceptance by Bett Sistemi, Bett Sistemi shall contextually request a refund for the transaction. The order can be cancelled only as long as it is not yet under preparation for production. After cancellation of the transaction has been requested, in no case whatsoever may Bett Sistemi Srl be held responsible for any direct or indirect damages caused by the banking system's delay in not refunding the amount.

### 6.2 - PayPal

6.2.1 - For those purchases completed using the PayPal method of payment, the Customer will be directed to the PayPal login page after the order is placed. The amount of the order shall be debited to the PayPal account at the time the order is acquired.

6.2.2 - If the order is cancelled either by the Customer or because of non-acceptance of Bett Sistemi, the amount shall be paid back to the customer's PayPal account. The order can be cancelled only as long as it is not yet under preparation for production.

6.2.3 - Once cancellation of the transaction is requested, in no case whatsoever may Bett Sistemi be held responsible for any direct or indirect damages caused by PayPal's failure to release the tied-up amount.

6.2.4 - Bett Sistemi shall not be able to become knowledgeable with the Customer's financial information at any time of the purchasing procedure. Since no data are transmitted, there is no possibility that they can be intercepted. No Bett Sistemi electronic archive contains or stores said data. The Customer will receive a confirmation e-mail from PayPal for the transaction carried out on the PayPal account.

6.3 - Bank wire transfer

6.3.1 - If payment is made by bank wire transfer, the goods ordered will be shipped only when the amount is actually credited to Bett Sistemi Srl's current account.

6.3.2 - Payment must be received within 72 hours from the order, after which time the order is automatically considered cancelled.

6.3.3 - The reason for the Bank wire transfer must contain the order ID (number and date), which is issued in the order confirmation e-mail the Customer receives.

6.4.4 The bank account details for wire transfers are:

Banca Popolare dell' Emilia Romagna, Agenzia Correggio

- For bank wire transfers in Italy: IBAN: IT42R0538766320000000661859

- For bank wire transfers abroad: SWIFT: BPM0IT22

6.4 - Other payment methods specifically and previously agreed with Bett Sistemi at the time of Order Confirmation.

6.5 - Choosing either of the aforementioned methods of payment does not affect the date on which payment is due. No discounts will be granted for advance payments.

## 7 - LATE PAYMENT OR NON-PAYMENT

Failure to make punctual payment will incur, as applicable, a surcharge for interest pursuant to Leg. Decree 231/2002, and the customer will be liable for the collection expenses. In the event of a payment extension, the monthly interest rate referred to in the aforementioned Legislative Decree shall apply.

## 8 - WARRANTY

8.1 - The warranty that covers faults and proper functioning is fully governed by the provisions of the Italian Civil Code, that the parties shall thoroughly apply and refer to. It is however expressly understood that under no circumstance may the goods be considered faulty and/or defective and/or may result in the seller's non-performance, for any reason, if they are conform, as regards standard products, to the technical specifications given in the catalogue and/or to the technical specifications published on the e-commerce website and, as regards products manufactured according to the customer's technical specifications, to the specifications involved.

8.2 - Proper operation of the goods shall be guaranteed for a period of 12 (twelve) months as of the delivery date of each supply. The warranty is void if the goods are used by the customer in any way, in any conditions or for any purpose other than those indicated in the specification of supply, the specifications given in the catalogue or the technical specifications published on the e-commerce website. Furthermore, the warranty shall be excluded if the customer, also in the event that the goods are used as components of another product, does not test the goods and/or the above mentioned products sufficiently in terms of quantities and quality, or does not provide any written documentation for such tests.

8.3 - In the case of products manufactured based on the technical specifications provided by the

customer, Bett Sistemi's warranty covers only their conformity with the said specifications.

8.4 - Also in the event that the Purchaser incorporates the product in a broader and more complex structure and/or the product is intended to become a component of another product, any claims for damage compensation and/or indemnification claims that any third party may raise against the Purchaser for faults relating to and/or resulting from the use and/or failed operation of such end product shall be the exclusive liability of the Purchaser.

8.5 - In any event, even if the Purchaser sold, supplied and/or delivered the end Product to a consumer and/or to another subject, the Purchaser renounces any action of recourse towards the Seller and shall hold the Seller harmless from any actions and/or claims made by the same Purchaser or by third parties, for any reason whatsoever, for damages resulting from the use and/or non-use and/or poor operation of the end Product due to product defects.

8.6 - Subject to the aforementioned provision, should the Purchaser be the losing party within the scope of a claim and/or indemnification request filed from anyone and for any reason, the Purchaser may claim the reimbursement of the amount paid to the Seller and, only in the event that the direct and exclusive liability of the Seller is judicially ascertained by means of a final judgement, the purchaser may claim the direct and exclusive liability of the Seller for the defects and/or operating anomalies of the Product.

8.7 - In any event, the Seller's liability shall be limited to the Amount paid, with express exclusion of any other cost and/or expense incurred by the Purchaser for manufacturing and trading the end Product, as well as of any loss of income and any pecuniary damage, and damages to anybody that may be indemnified, for any reason.

8.8. - Bett Sistemi may not be held liable and/or the warranty shall not be applicable upon expiry of the terms established above. Accordingly, and following expiry of the said terms, no claim for indemnification may be made.

8.9 - As regards the use of standard products, the Purchaser shall be solely liable and declares that they have examined the technical features of the products purchased and found them suitable for their intended use.

8.10 - Where a product manufactured based on the technical specifications provided by the customer breaches the rights of third parties for any reason, the customer shall be required to reimburse any costs (procedural, indemnification, compensation for damages, legal and other consultancy fees, etc.) that may be incurred by Bett Sistemi and to hold Bett Sistemi harmless from any damage that may derive from the same.

8.11 - The warranty is void and Bett Sistemi is not liable in any way if the products sold are subject to change or intervention by third parties and/or the purchaser, or in the event that the products are used in a different and/or improper way with regard to their features and technical specifications and the regulations that govern their use and marketing (in particular in cases of use or installation in aircraft and/or spacecraft for which the products are completely unsuitable).

8.12 - From the moment the goods are delivered to their destination, the purchaser shall be responsible for the risks of improper use of the product, loss, direct or indirect damage.

## 9 – CLAIMS AND RETURNS

9.1 - Any returns of products shall be formally agreed in writing between the seller and the purchaser, and all agreements shall be sent via fax (0522/635222), e-mail (bsistemi@bettsistemi.com) or by registered mail with advice of receipt.

9.2 - Any returns of products shall be priorly agreed in writing between the seller and the purchaser, and all agreements shall be sent via fax (0522/635222), e-mail (bsistemi@bettsistemi.com) or by registered mail with advice of receipt.

9.3 - Should any products be returned without the aforementioned express agreement, these shall remain at the purchaser's disposal and shall not entitle to any compensation or refund.

9.4 - At any rate, returns shall not be accepted after thirty days following receipt of the goods. Expenses and risks related to the products returned shall always be charged to the purchaser. All items returned shall be sent to Bett Sistemi's corporate facilities, using the forwarding agent chosen by Bett Sistemi.

9.5 - The collection of a product by the seller shall entitle the purchaser to a refund for a period of six months as of the date the right was established. The products to be returned shall be intact and in proper working order, this being an essential condition if the customer wishes to exercise the right of withdrawal.

9.6 - Should there be visible defects or in the event of non-conformity of the products delivered, duly assessed by the seller, the purchaser shall be entitled either to the replacement of the products free of charge or to a refund for those products, at the seller's discretion. The purchaser shall not however be entitled to any indemnification or compensation of any kind.

## 10 - RETENTION OF TITLE

10.1 - The ownership of standard products or customised products, manufactured based on the technical specifications provided by the customer, shall be transferred only subject to full payment of the price in principal and any accessory costs, it being understood that the payment shall be considered effected on the day the related sums are actually cashed by Bett Sistemi.

10.2 - Notwithstanding the provisions set forth in the foregoing paragraph, any and all risks shall be transferred to the customer at the time of dispatch or delivery of the goods by Bett Sistemi (in particular the risk of loss, deterioration and damage caused by the items sent).

10.3 - The customer shall remain, for all legal purposes, the owner of the goods sent to Bett Sistemi for the purposes of manufacturing a product that must be incorporated or added to the same; it shall pay shipping and re-shipping costs, assume risks related to shipping, any adjustments or modifications made by Bett Sistemi and any damages this may generate.

## 11 - NON-FULFILMENT

11.1 - If the purchaser should fail to comply with even one of the established obligations, be subject to bankruptcy or other insolvency proceedings, request a suspension of payments, liquidate or wind up its business, be subject to the full or partial seizure and/or attachment of moveable and/or immovable property and/or credit in its possession, fail to provide the warranties requested by Bett for the balance of the purchase price, the seller will have the right to withdraw from the contractual relationship or to withdraw for the part of the contract not yet performed, even without recourse to legal proceedings, and the right to claim all goods already delivered for which the customer has not properly complied with its consideration.

## 12 - SUSPENSION/TERMINATION CONDITIONS

12.1 - The Seller reserves the right to interrupt, at any time, the dealings for stipulating the contract in the event that, when requested, the customer does not provide evidence of their full and certain creditworthiness in relation to the same contract.

12.2 - The Seller may, at their own discretion, request the Purchaser to provide payment guarantees as they may deem sufficient, and may suspend performance of the contract until the requests made have been fully met.

### 13 – RIGHT OF CANCELLATION FOR INTERNET ORDERS

13.1 - The sales of products made on the Internet are regulated by Italian Leg. Decree no. 206/2005 (articles 50 to 68) which also governs distance contracts, i.e. those contracts entered into outside the business premises. These laws ratify the right of withdrawal, that is the possibility for the consumer to return the product purchased and to obtain a refund for the cost borne.

13.2 - In compliance with article 64 et seq. of Italian Leg. Decree 206/2005, this right is reserved only for Customers who are natural persons (or consumers). Therefore, it cannot be exercised by legal entities and individuals acting within the scope of their business or professional activities, and that therefore provide a VAT registration number on the registration form sent to Bett Sistemi.

13.3 - The customer is entitled to withdraw from the purchase contract for any reason, without any penalty and without prejudice to the conditions set out in paragraphs 13.8, 13.9, 13.10 and 13.11.

13.4 - To exercise the right of withdrawal or replace the product because it is defective, the Customer must send Bett Sistemi Srl - Via Costituzione 55– 42015 Correggio (Re) Italy - a request for return by filling in the relevant Return and/or Withdrawal Form, which can be downloaded from the link below:

Return and/or Withdrawal Form for products purchased on the Internet

The form must be sent to the e-mail address: [bsistemi@bettsistemi.com](mailto:bsistemi@bettsistemi.com) or by fax to 0522/635222

After receiving the return request form, the Bett Sistemi Customer Service sends the authorised return form containing the RMA (Return Merchandise Authorization) code.

13.5 – The form authorises the customer to:

- present himself at Bett Sistemi S.r.l. premises to return the product;
- alternatively, to ship the product by post to Bett Sistemi srl - Via Costituzione 55 – 42015 Correggio (Re), Italy
- alternatively, to ship the product, in its original packaging, including all original accessories, the instruction manual and all other original contents, using a courier of his choice.

The RMA code must be clearly shown on the package delivered. The shipping costs are borne by the Customer.

13.6 - Bett Sistemi Srl will refund the returned product within 30 days from receipt of the product by bank wire transfer.

13.7 - Bett Sistemi shall not be liable for any damages or losses that may occur during transport, and reserves the right to charge the Customer for any damage sustained by deducting them from the amounts to be refunded, until the entire invoiced amount is reached. It is recommended that shipment be insured against theft and damages caused by transport through the forwarding agent, at the Customer's expense.

13.8 - The right of withdrawal is subject to the following mandatory conditions:

- the right is applied to the product purchased in its entirety; exercising the right of withdrawal on just a part of the product purchased (e.g.: accessories, etc.) is not allowed;
- the right does not apply to products after they have been opened;
- the product purchased must be in perfect condition and returned in its original packaging, complete with all its parts (including packing plus documents and additional parts, if any: manuals, accessories, etc.); to limit damages to the original packaging, we recommend that it is placed inside another box whenever possible, on which the return authorisation code issued by Bett Sistemi Srl must be shown. In any event, placing labels or adhesive tape directly on the original package of the product is always to be avoided.
- The product for which the right of withdrawal is exercised must be the same one that appears on Bett Sistemi Srl's sales invoice;
- the shipping costs for returning the product shall be borne by the customer;

- the shipment shall be under the complete responsibility of the customer until its receipt in our warehouse has been certified;
- if the product is damaged during transport, Bett Sistemi Srl will notify the Customer of the incident (within 5 business days from the date the product is received in its warehouse) to allow them to promptly lodge a complaint against the forwarding agent chosen and obtain the refund of the product's value (if insured); in this event, the product shall be made available to the Customer for its return and the request of withdrawal shall be cancelled at the same time. Bett Sistemi Srl shall not be held liable, in any way whatsoever, for damages or theft/loss of products returned with uninsured shipments.

13.9 The right of withdrawal is totally forfeited if the product (packaging and/or its content) is not fully in perfect condition (intact) and in those cases in which Bett Sistemi Srl ascertains:

- that the authorisation form issued by Bett Sistemi Srl has not been placed on the outer packaging of the package shipped;
- that there is no external packaging and/or original internal packing;
- additional accessory items pertaining to the product (accessories, parts, etc.) are missing or product anomalies are identified;
- that the product has been damaged due to causes other than its transport.

13.10 - In the case the right of withdrawal is forfeited, Bett Sistemi Srl shall return the purchased product to the sender and charge the latter with the shipping costs.

13.11 - The products to be returned shall be intact and in proper working order, this being an essential condition if the Customer wishes to exercise the right of withdrawal. Should there be visible defects or in the event of non-conformity of the products delivered, duly assessed by the seller, the purchaser shall be entitled either to the replacement of the products free of charge or to a refund for those products, at the seller's discretion. The purchaser shall not however be entitled to any indemnification or compensation of any kind.

## 14 – PRIVACY

14.1 - Bett Sistemi collects the personal data requested when the order is forwarded and processes them via electronic media in order to meet the obligations arising in connection with the contract stipulated with the Customer. Under no circumstance and for any reason whatsoever shall such data be transferred to third parties.

14.2 - Bett Sistemi guarantees that the laws on the processing of personal data are observed, as provided for by the privacy act governed by Italian Leg. Decree. N. 196 of 30.06.03 and Reg. UE nr. 2016/679.

14.3 - The data controller is Bett Sistemi Srl - Via della Costituzione, 55 - 42015 Correggio (RE) Italy, in the person who legally represents the company from time to time, unless a data manager has been appointed pursuant to article 29 of Italian Leg. Decree 196/2003 and Reg. UE nr. 2016/679.

14.4 - The customer is entitled to annul his consent to the processing of his personal data at all times, by sending a written notice thereof to the registered office of Bett Sistemi S.r.l.

14.5 - The customer, who declares to have received the privacy notice required by article 13 and to know his rights, pursuant to article 7 of Legislative Decree no. 196/2003 and Reg. UE nr. 2016/679, is entitled to gain access to his data according to the methods set out herein.

14.6 - Marketing communications will be sent only if the Customer has expressly provided his consent thereto. Consent is given together with the data processing authorisation and the on-line registration form sent.

**15 - APPLICABLE LAW AND PLACE OF JURISDICITON**

In the event of controversies arising between the Seller and the Purchaser in relation to the performance of the obligations connected with these Conditions, the Court of Reggio Emilia shall be the exclusive place of jurisdiction, any other Court being hereby excluded. The laws applicable in the Italian Republic shall be the sole laws governing all the relations resulting from and consequent to these Conditions. The Purchaser accepts the exclusive Italian jurisdiction and the exclusive application of applicable Italian laws. The text of these Conditions and consequent Order confirmations drawn up in Italian shall be the only original text to refer to.