

1 - APPLICATION AND ENFORCEABILITY OF THE GENERAL CONDITIONS OF SALE

These general conditions of sale, sent and/or delivered to the purchasers and published on the company website, fully and substantially govern the relationship between Bett Sistemi Srl and the customer.

As a consequence, sending the purchase order to BETT SISTEMI 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.

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 that differ from 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.

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.

2 - ORDER

The order shall be sent by the customer to BETT SISTEMI in writing. To be considered accepted, all telephone orders shall be confirmed in writing by BETT SISTEMI within 24 hours. If no confirmation is provided, the order shall not be taken into consideration. In any event, the sales agreement shall be considered stipulated only when BETT SISTEMI accepts the order by sending the customer the related order confirmation.

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.

No orders for amounts below 40 EUR, not inclusive of VAT, may be accepted, unless specifically approved by BETT SISTEMI.

3 - CHANGES TO THE ORDER

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.

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

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

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 CONDITIONS - TERMS

A - TERMS

The parts already in stock at the time of order acceptance may be available or dispatched within a maximum time-frame of 72 hours as of our acceptance if payment is made by Credit card or PayPal.

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 after receiving the amount due on BETT SISTEMI's current account.

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.

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.

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.

B – DELIVERY

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.

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.

Unless otherwise agreed, transport shall be ex works and the related costs shall be born by the customer. The forwarding agent

shall be chosen by BETT SISTEMI or, if not chosen, by the customer.

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). BETT SISTEMI shall be entitled to make partial deliveries.

C – RECEIPT

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.

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.

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 – TERMS OF PAYMENT

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

- Credit card
 - PayPal
 - Bank wire transfer or other payment methods agreed with BETT SISTEMI at the time of Order Confirmation. Choosing either of these methods of payments may not, under any circumstance, modify the payment due date.
- No discounts will be granted for advanced payments if not agreed upon at the time of Order Confirmation.

7 – LATE PAYMENT OR NON-PAYMENT

Failure to pay the amount due within the time terms established shall lead to the application of default interests pursuant to Leg. Decree 231/2002 and shall bind the customer to refund all collection expenses. In the event of a payment extension, the monthly interest rate referred to in the aforementioned Legislative Decree shall apply.

8 - WARRANTY

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 outlined in the catalogue, and as regards products manufactured according to the customer's technical specifications, to the specifications involved. 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 however excluded if the goods are used by the customer in a manner and/or under conditions and/or for purposes other than those laid down in the supply technical specifications. 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. 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. 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. 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. 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. 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.

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.

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.

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.

The warranty does not cover and will not be due from Bett Sistemi 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).

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 - RETURNS - TERMS

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@betsistemi.com) or by registered mail with advice of receipt.

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.

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.

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.

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

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.

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).

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

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

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. 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 – APPLICABLE LAW AND PLACE OF JURISDICTION

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.