

THE SELLER GENERAL TERMS OF SALE

1. DEFINITIONS

For the purposes of the interpretation of these general terms of sale (the “**General Terms**” or “**GT**”) the terms indicated below will have the meaning attributed to them, with the singular including the plural and vice versa:

- **Contract:** the set of contractual documents that regulates the relationship between the Seller and the Client, including the documents, on paper, digital and/or on another lasting medium, even via the internet, required and/or cited by these General Terms, as well as the Offer and these General Terms together with the respective Annexes;
- **The Seller:** AUTOMATISMOS PUJOLS SL, with registered office C/Independencia, 8 - P.I. Plans de la Sala 08650, Sallent (Barcelona), VAT no. A-08201139, registration number at the Registradores Mercantil de Espana B-65189300;
- **Client:** the company and/or professional who enters into the Contract with the Seller;
- **Special Terms of Contract:** the document (identifiable also in the offer of the Seller expressly citing the General Terms of Contract) containing the technical and operational specifications of the Products subject to the Contract as well as any provisions that derogate the General Terms;
- **Effective Date:** the date of entering into the Contract in accordance with Art. 3 of the GT;
- **Force Majeure:** any objective and unforeseeable event or circumstance, outside the control of the affected Party, that could not be reasonably avoided and that has the effect of impeding a Party in fulfilling one or all of its obligations envisaged by the Contract;
- **Working Day:** any calendar day from 8am to 6pm, with the sole exception of Saturdays and Sundays and other national public holidays in Spain;
- **Instructions for Use:** any installation, use and maintenance instructions attached to the Contract by the Seller;
- **Applicable Laws** means domestic or state and/or European legislation, even regional, provincial and municipal, orders, decrees, regulations and rules of any public authority having jurisdiction over the execution of the obligations of the Parties indicated in the Contract;
- **Sale Offer:** this means the document prepared by the Seller containing the Product characteristics, the prices, the validity of the offer and the attached General Terms;

- **Party or Parties:** individually the Seller and the Client and, jointly, both;

- **Product(s):** the product sold by the Seller by way of each Contract;

2. SCOPE OF APPLICATION OF GENERAL TERMS

2.1 These General Terms apply to every Contract entered into between the Seller and the Client, for the sale of the Products.

2.2 Any derogations, modifications and/or additions to the GT will only be valid if accepted in writing by the Seller. The GT remain valid and effective even if the Seller carries out, without reserves, a supply or a performance, despite being aware of different or contrary terms of the Client. The Client recognises that these General Terms are binding even if its order or correspondence contrasts with them.

2.3 In addition to these General Terms, each Contract between the Seller and the Client will be regulated by the Special Terms indicated in the Seller Order Confirmation. If there is any conflict between the General Terms and the Special Terms contained in the Offer and/or in the Order Confirmation, the latter will prevail over the General Terms.

2.4 These General Terms are available on the website www.bft-automation.com

2.6 No terms of any nature affixed on orders and/or other documents sent by the Client will be applicable unless expressly accepted in writing by the Seller, as those different terms are not binding even by virtue of tacit consent.

3. CONCLUSION OF CONTRACT

3.1 Offers sent by the Seller, even by way of its agents, representatives or distributors, constitute a mere solicitation of a purchase order which is not binding for the Seller, also with reference to specifications and/or data relating to the Products. Sales offers made by the Seller are exclusively valid for a period of 30 calendar days with effect from the date of the same and will be understood to be valid only for the entirety of the Products included in the same, with no possibility of partial acceptance. Orders must be sent in writing (by e-mail or fax with proof of receipt) by the Client to the Seller, indicating the Product code, article and ordered quantity, as well as the Client's full, exact and truthful tax details, attaching a copy of these GT duly signed and the Special Terms. The Client undertakes to communicate immediately any change to its contact details and/or tax data to the Seller

The purchase order sent to the Seller by the Client constitutes an irrevocable offer having a term of 30 (thirty) days with effect from its receipt. Purchase

orders accepted by the Seller with the Order Confirmation may not be cancelled or modified by the Client without the written consent of the Seller. The transmission of the Client's purchase order, by the aforementioned methods, involves full acceptance of these GT. The Seller reserves the right to add, modify or remove these GT, in whole or in part, up until the Contract with the Client has been finalised in accordance with Art. 3.2 below.

3.2 The sales Contract is understood to be finalised once 8 (eight) days have elapsed from the date of receipt by the Client of the Seller Order Confirmation, also containing the Special Terms of Contract.

3.3 The Contract must be signed by persons having the necessary powers, recorded by a power of attorney or proxy.

3.4 The sales Contract finalised following the Order Confirmation replaces any other commitment, contract or understanding, written or verbal, made previously between the Parties.

4. DELIVERY TERMS

4.1 The terms and methods of delivery are those indicated in the Order Confirmation. If the delivery terms and methods are not indicated, the Seller undertakes to deliver the Products as soon as possible. For multiple deliveries, if some Products are unavailable, the Seller may make the partial delivery of the available Products once the price for the specific Contract has been paid.

4.2 The delivery terms do not constitute essential terms in accordance with Art. 1125 of the Spanish Civil Code and, in any case, they do not include transportation times; the Seller does not accept any liability for delays due to the carrier/transporter.

4.3 For the purposes of respect of the delivery terms, the Client must have fulfilled its obligations that make it possible to execute them, therein including providing the necessary documentation and making payment of what is due; in the event of a delay by the Client, the delivery term will be extended correspondingly.

4.4 In no case will any delays by the Seller in delivering the Product entitle the Client to terminate the Contract and/or to claim any compensation for damages; the Client hereby waives in advance the right to make any dispute, demand, objection and/or counter-claim in that regard.

4.5 If the Client is aware that it is unable to receive the Products, it must promptly inform the Seller, indicating the reason for that impossibility and an appropriate period in which it expects to be able to receive the Products.

4.6 If the delivery is delayed for a reason attributable to the Client, the cost for storing the Products at the Seller will be charged to the Client itself, in the sum of €100.00 (one hundred Euros) per day of delay, notwithstanding that the risk of damage, depreciation, loss and/or theft of the same will transfer to the Client commencing from the agreed delivery date. If the Products are not collected or if the Client unjustifiably refuses to collect the Products, the Seller will have the right to terminate the Contract, retaining the sums received; it may demand the full payment of the balance of the price, as well as sell the Products in question to third parties.

4.7 The Client confirms receipt of the Products by signing the delivery note for the same.

5. PACKAGING

5.1 The cost of standard packaging used by the Seller is included in the Product price. The use of special packaging may be agreed in writing, with costs borne by the Client.

5.2 In any case, the Seller reserves the right to determine the best type of packaging, taking account of the transportation requirements, subject to specific needs of the Client specified in the purchase order and accepted by the Seller in the Order Confirmation.

6. CLIENT'S OBLIGATIONS

6.1 Without prejudice to all other obligations in accordance with these GT and the Contract, the Client must:

- pay the Price indicated in Art. 7;
- be in possession of the facilities and means necessary for the correct use of the Products, know their characteristics and possess the necessary knowledge and technological capacity, in conformity with the Instructions for Use, which it hereby undertakes to respect;
- facilitate, in any possible form, installation and testing work, where envisaged;
- use specialist companies for maintaining the Product;
- comply with and respect all legislation and regulations on the sale of the Products, including good commercial practices;
- indemnify and hold harmless the Seller from and against any direct or indirect damage, loss, cost or charge, incurred by the Seller due to any violation of the GT or the applicable legislation by the Client.

6.2 The Seller will not be liable in any way for the delivery of Products that are not compliant with the technical requirements and standards in force in the Client's country of destination, as it is the Client's exclusive responsibility to identify the technical

requirements and standards in force in the country of destination of the Products.

7. PRICE AND PAYMENT TERMS

7.1 The Seller will apply the price indicated in the Contract. If the price is not expressly indicated, the price applied by the Seller for the Product in question will apply, according to the price list in force.**7.2** If changes occur to the circumstances and conditions that affect the formation of the price (in particular, foreign exchange fluctuations or changes of taxes, duties and customs fees, increase in the cost of raw materials, metals, fuels or other costs related to production) entering into force in the period between the Seller offer and the delivery date, the Seller will have the right to adjust the prices applied to the Products, notifying the Client thereof.

7.3 The price is always shown in Euros and does not include any applicable legal VAT (VAT excluded).

7.4 Unless otherwise agreed in writing with the Client, the prices are understood to be for goods with standard packaging included, excluding transportation, at one of the sites of the Seller communicated by back office.

7.5 Unless otherwise agreed in writing with the Client, the Client bears the costs of customs fees, taxes and duties of any nature and type and the costs however due in relation to the Contract. The Client shall reimburse any sums paid in advance by the Seller as payment for the aforementioned items.

7.6 Any complaints or disputes will not in any case entitle the Client to defer or omit the payment or reduce the price.

8. INVOICING AND PAYMENT

8.1 The payment terms and methods are indicated and/or cited in the Order Confirmation.

8.2 Unless otherwise agreed in writing between the parties, Payments shall be made within thirty (30) calendar days of the invoice date without deduction or set-off in accordance with Article 4 of Act 3/2004, of December 29, establishing measures to fight late payment in commercial transactions ("*Ley 3/2004, de 29 de diciembre, por la que se establecen medidas de lucha contra la morosidad en las operaciones comerciales*"., hereinafter "**Act 3/2004**") .

8.3 For payments made by bank transfer, only the actual date of credit of the amount to the bank account of the Seller will be relied upon, using the bank details indicated in the invoice.

8.4 In the event of a payment delay and/or irregularity by the Client, the Seller will have the right to apply default interest on the amount still due, to the extent envisaged by law in accordance with Article 1108 and

ff. of the Spanish Civil Code and Articles 7 and ff. of Act 3/2004 (i.e. the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question plus at least eight percentage points), 2 without prejudice, in any case, to the right of the Seller to claim compensation for the greater damage suffered. In the event of lack of, irregular or delayed payment, any sum due in any capacity from the Client to the Seller will also become immediately payable.

8.5 Any lack of or delayed payment, even partial, of the agreed price will entitle the Seller to suspend the execution of the Contract until the sums due have been paid in full or to terminate the Contract with all legal consequences; this also applies if the Contract involves the split delivery of the Products or the payment of an advance prior to delivery.

8.6 In any case, the Seller will have the right to suspend the execution of the Contract or to terminate the same if the financial and/or equity conditions of the Client are likely to endanger the respective payment or when the Client has not made the prompt and exact payment of Products already delivered by the Seller, even as part of previous supplies.

8.7 In no case will defects and/or deformities of the Products, even if recognised by the Seller, or delivery delays, or lack of or delayed collection by the Client grant to the latter the right to suspend the payments due to the Seller by virtue of the Contract or other contractual relationships ("*solve et repete*" clause).

8.8 The Seller reserves the right to defer or terminate the special terms of payment granted to Customer in case of significant change in any of the criteria that justified the granted of the special terms, and for instance the degradation of the Customer's financial situation, the withdrawal of guarantees, late payment, unfair behaviour by the Customer towards the Seller.

9. EVALUATION OF NEW CLIENTS

9.1 In the case of a new Client or in the case of an Order placed by a Client regarding whom the Seller's insurer has issued a negative opinion, the amount due shall be paid prior to delivery or Seller may require an advance payment from such Client. The Seller may grant the Client specific payment terms after prior analysis of the Client's solvency by the insurer or by the Seller's accounting department.

10. WARRANTY

10.1 The Products supplied by the Seller are manufactured, packaged and sold in conformity with the industry regulations in force in Spain.

10.2 The Seller also guarantees that the Products are compliant with the technical specifications contained in the Order Confirmation and is liable only in relation to deformities of the Products with respect to the aforementioned technical specifications.

10.3 Unless otherwise agreed between the Parties, the Products are covered by a warranty for defects in accordance with the law for a period of 24 months from the relevant acceptance (the “**Warranty Period**”).

10.4 The warranty covers only manufacturing defects of the Products and defects relating to the materials used, not including alterations of the Products caused by improper use by the Client or by negligence, voluntary damage, incorrect mechanical and/or electrical and/or electronic and/or software installation after the sale made by the Seller, tampering, inadequate or improper attempted repairs carried out by unauthorised personnel external to the Seller, use of unoriginal spare parts and, more generally, all defects not attributable to the Product originally delivered.

10.5 The subject of the warranty concerns only the composition and replacement materials of the Product(s) as well as the labour of the manufacturer and/or the support centre authorised by the same to repair the goods.

10.6 In the event of a fault with a Product installed by the Client (component, installation kit, installation accessories) the labour necessary to disassemble, re-assemble and reconfigure the Product within the same is also always excluded, along with any accessory cost incurred by the Client.

10.7 To exercise the warranty or right of withdrawal, the original pack and complete packaging must be retained, along with the manuals and all original accessories present in the pack when the Product is purchased.

10.8 The Client must promptly check before using the Products that they are intact and free from defects. The burden of proof in relation to the date of discovery is held by the Client.

Unless otherwise agreed in writing between the Parties, all accessory costs for the replacement interventions will be at the expense and risk of the Client.

10.9 The warranty is always and in any case excluded if the defects and/or deformities reported by the Client have been determined by the following causes:

I) installation of the Product not compliant with the instruction manual provided by the manufacturer of the same or by the Seller (on paper and/or by digital medium); in particular, without limitation of the

foregoing, the Seller does not accept any liability in the event of a failure to respect the instructions for assembly and electrical connection or the electrical regulations or other specific rules in force at the time of installation as well as if accessories and mechanical components have been installed, used or connected which do not comply with the diagrams and types of connections for which they were designed;

II) use of the Product not compliant with its intended use or limits on use, as indicated in the technical documentation attached to the Product itself and in any case supplied by the Seller upon request, even before the supply;

III) lack of ordinary maintenance as indicated in the technical documentation attached to the Product or as regulated by the applicable regulations in force;

IV) faults due to external agents such as: electrical discharges, tampering, even accidental, knocks and falls, even accidental, exposure to liquids, humidity, steam, acids and any substance likely to damage the product, use in extreme environmental or thermal conditions, floods or other natural disasters;

V) removal or voluntary deletion of the serial number affixed on the Product;

VI) storage and/or custody of the Products in places and/or with methods that are unsuitable for their perfect conservation.

10.10 The repair or replacement of the Products during the Warranty Period does not involve any extension of the expiry date of the warranty and no compensation is provided for the period of non-use of the Product.

11. DEFECTS AND COMPLAINTS

11.1 In relation to defects and complaints regarding the Product, it is specified that:

a) any packaging defects must be reported in writing, under penalty of forfeiture, upon delivery;

b) no complaint about the quality and/or integrity of the Product and its packaging will be permitted if the Client fails to make the Product available for the necessary assessments.

11.2 The Client is obliged to store the Product that it assumes to be defective in an adequate location, making it available for the appropriate investigations and, in any case, doing everything necessary to reduce the risks of its further deterioration.

11.3 Upon discovering the defects, the Client must immediately stop using the Product that it presumes to be defective and take all necessary measures to reduce any damage.

11.4 Any failure to submit complaints or disputes within the periods indicated above and/or any use of the

Product by the Client despite discovering the defects constitutes unconditional acceptance of the Product itself and a waiver of the right to make any related complaint and/or dispute.

12. CLIENT'S OBLIGATIONS IN THE CASE OF DEFECTS AND COMPLAINTS

12.1 The Purchaser must, in respect of the terms and conditions indicated in Articles 9 and 10, notify promptly all defects, including any apparent defects relating to quality and quantity.

12.2 For defects that may cause damage, the aforementioned communication must be given by the Client to the Seller immediately.

12.3 Any communication relating to defects of the Products must contain a description of each defect identified.

12.4 If the Client fails to make the communication in the set terms, it forfeits the right to use the warranty.

12.5 If the Client has notified of the defects in the set terms but no defect is ascertained, the Seller may reject the complaint.

12.6 The Seller will not be liable towards the Client or third parties for any direct or indirect damages to persons or property or animals caused by use of the Product for purposes not appropriate to its nature and/or capacity and/or if the Product is used beyond its range or in the case of forced interruption of its use, as well as resulting from a failure to respect all requirements indicated in the instruction manual, with particular regard to the warnings on installation, configuration, use, maintenance and safety.

13. FORCE MAJEURE

13.1 The Seller will not be liable for any delay in deliveries or for a breach caused directly or indirectly by:

- a) Force Majeure events (including, by way of example and not by way of limitation, measures of the public authorities, wars, acts of terrorism, revolts, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, infectious diseases, epidemics or pandemics, quarantine or other viral outbreaks);
- b) circumstances, beyond the control of the Seller, that prevent the procurement of labour, materials, raw materials, components, systems in general, energy, fuel, means of transport, authorisations or government provisions.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

14.1 The intellectual and industrial property rights which, by way of example but without limitation,

include data, designs, advertising brochures and technical documents, are owned entirely and exclusively by the Seller and their communication and use as part of these GT does not create any right or claim for the Client. The Client undertakes not to complete any act incompatible with the possession of the intellectual property rights.

14.2 The Client undertakes, in particular:

- a) to treat the information, data, designs, know-how and documents received and/or learned from the Seller as confidential;
- b) to limit the use of those information, confidential documents and respective accesses to purposes relating to the execution of the Contract;
- c) not to reproduce, without the prior written agreement of the Seller, the confidential information and documentation;
- d) to recognise that the Seller is the exclusive holder of the trademark of the Products, where applicable;
- e) not to use or register trademarks similar to and/or mistakable with the trademark of the Products.

15. PRIVACY AND CONFIDENTIAL INFORMATION

15.1 The Parties recognise that each of them may, during the execution of the Contract, reveal to the other confidential information relating to its business. Each Party undertakes to keep that information confidential and not to reveal the content of the same to third parties, to use that information only for the purposes of the Contract and to return the documents received which contain confidential information promptly at the request of the other Party.

15.2 That confidentiality obligation is understood to be extended to the representatives, consultants, auxiliaries, officers and third parties used by the Parties in executing the Contract.

16. SAFETY RULES

16.1 The Products are constructed in respect of Spanish safety legislation. The Client is exclusively responsible in relation to the legislation on safety and protection of public health in force in the country of destination, in which the Product is to be used; any cost relating to the conformity of the Product with the legislative provisions of the country of destination will be borne exclusively by the Client.

17. HARDSHIP

17.1 In case of an unforeseeable financial or material circumstances (the "Unforeseeable event") related to the sale by the Seller of Products covered by the GTC, resulting in the execution of any of the Parties obligations to become excessively expensive, the Parties undertake to renegotiate in good faith the term

of their agreement. During the negotiation, the Parties will suspend their respective obligations related to the sale of the Products concerned by the Unforeseeable event. If Parties fail to reach an agreement, they would have to mutually agree to terminate the agreement.

18. TRANSFER OF OWNERSHIP

18.1 The Product delivered to the Client will remain the property of the Seller until the latter has received full payment of the price. The retention of title will not in any way affect the transfer of risks. Until the full price has been paid for the Products, even in the case of deferred payments, the Client will be considered the simple holder of the same and must therefore store them with all due diligence in accordance with Art. 1766 of the Spanish Civil Code. The Client authorises the Seller to complete, at the Client's expense, every formality necessary to ensure the retention of title is enforceable on third parties.

18.2 Any non-payment of even just one instalment exceeding the legal limits of tolerance will be considered a severe and essential infringement of the contract and will entitle the Seller to terminate the Contract in accordance with Art. 1124 of the Spanish Civil Code. In any case, the Parties agree that the instalment(s) paid will be retained by the Seller by way of indemnity and fair compensation for use of the Products. This is expressly without prejudice to the right of the Seller to take legal action for compensation for any greater damage suffered.

18.3 Unless otherwise agreed in writing in relation to the applicable Incoterms 2020 clause, the risk of depreciation and accidental deterioration, as well as damage caused by or to the Product, transfers to the Client at the same time as the Seller communicates that the Product is available to it.

18.4 The loss or deterioration of the Product occurring after the transfer of risks to the Client does not release the latter from its obligation to pay the price.

18.5 In conformity with the provisions of Art. 10.8, the Client must check the Products promptly before using them, examining the packaging, taking custody of the documents and communicating immediately in writing to the Seller any ascertainable defects, for the purposes of the warranty provided by the Seller; failing that, the Products will be considered to be approved.

19. PROHIBITION ON ACTS OF DISPOSAL

19.1 Until the time of transfer of ownership to the Client, the Products may not be alienated, sold or transferred in any way or delivered on pledge or in guarantee; if the aforementioned prohibitions are violated, the Seller reserves the right to terminate the

respective Contract with immediate effect in accordance with and for the effects of Art. 1124 of the Spanish Civil Code, without prejudice to the exercise of any other action or protection both in the civil and criminal venue.

19.2 If any enforcement procedures affect the delivered Products, the Client must immediately inform the Seller by recorded delivery letter with notice of receipt or certified email. Failing that, the Seller will have the right to terminate the Contract with immediate effect, retaining by way of penalty any sums already paid and without prejudice to further damages and the recovery of costs incurred.

20. RESALE

20.1 The Client shall ensure that the Products are sold to professionals.

20.2 In any case, in the event of resale of the Products by the Client, the Seller will not be liable for any claim or action of third parties, such eventual liability being fully covered by the Client.

21. EXPRESS TERMINATION CLAUSE - LIMITATION OF LIABILITY

21.1 Without prejudice in any case to the right to compensation for damage and any other provision of the Contract or these General Terms, the Seller will be entitled to terminate the individual Contract by law in accordance with and for the effects of Art. 1124 of the Spanish Civil Code, by simple written communication to the Client, in the following circumstances:

- a) assignment of the Contract without the prior written consent of the Seller;
- b) lack of respect, by the Client, of the payment terms envisaged in the Contract;
- c) violation of provisions of the Code of Ethics of BFT S.p.A., indicated in the following article;
- d) final conviction ruling against the representatives, directors and/or shareholders of the Client or if the Client's financial situation is likely to endanger the fulfilment of its obligations under the Contract or if criminal action is brought against its representatives, directors and/or shareholders.

21.2 Unless otherwise agreed in writing between the Parties, all rights to compensation for damages, reduction of the price and withdrawal from the Contract that are not expressly cited in these GT are excluded for the Client. The Client is not entitled to compensation for any damage consequent to the suspension of production, loss of enjoyment, loss of orders, loss of earnings and/or other direct or indirect damages.

21.3 Any liability of the Seller is excluded, except where this is due to willful misconduct or gross negligence. Any compensation that the Seller is required to pay for any damage proven by the Client may not exceed an amount equal to 5% of the price of the Contract as indicated in the Order Confirmation.

22. WITHDRAWAL

22.1 The Seller will have the right to withdraw unilaterally from the Contract at any time, irrespective of the execution status of the same, with prior written notice to be sent to the Client, by recorded delivery letter with notice of receipt, at least 60 (sixty) days before the effective date of the withdrawal.

22.2 The withdrawal of the Seller will have effect from the day indicated to the Client as the effective date of the withdrawal in the aforementioned communication.

22.3 Unless otherwise envisaged in the Contract, after the withdrawal by the Seller any right of the Client to any claim, even for compensation, as well as any fee or indemnity and/or reimbursement, is excluded.

22.4 The Client may withdraw from the Contract if it provides proof that the performance of the Seller is impossible due to wilful intent or gross negligence of the Seller. Failing that, the Seller will have the right to retain the advances received by way of indemnity for executing the Contract in relation to the part of the performance provided, to claim the payment of the residual price by way of conventional penalty and to claim compensation for damages suffered.

23. PERSONAL DATA PROCESSING

23.1 Upon receiving the offer and/or registering to the Seller Website, the Client expresses its consent to personal data processing, in accordance with Art. 13 GDPR - Regulation (EU) 2016/679 and the national legislation on data protection, subject to reading the specific privacy policy available in the full version on the Seller Website.

23.2 Personal data are processed in respect of every precautionary measure to guarantee their security and confidentiality, in conformity with the provisions of the GDPR, and for the sole purpose of being able to fulfil effectively the obligations envisaged by the civil and fiscal laws connected to the economic activity of the company, therein including the management of receipts and payments deriving from the execution of contracts.

The Data Controller is the Seller.

To obtain information on personal data processing, communications should be sent to the following email address privacy@bft-automation.com

The privacy policy can be obtained from this address [https://www.bft-](https://www.bft-automation.com/es_ES/policy/politica-de-privacidad/)

[automation.com/es_ES/policy/politica-de-privacidad/](https://www.bft-automation.com/es_ES/policy/politica-de-privacidad/)

24. APPLICABLE LAW AND LANGUAGE

24.1 This Contract is regulated by Spanish general law ("*derecho español común*"), excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna – 1980 – CISG).

24.2 This Contract and its annexes are drafted and signed in English and the text of this Contract in English is the only one upon which reliance will be made.

25. COURT WITH JURISDICTION

25.1 All disputes that may arise between the Client and the Seller in relation to these GT and/or any Contract signed in accordance with these GT, including those relating to their validity, interpretation, effectiveness, execution and termination, will be subject to the exclusive jurisdiction of the Court of Barcelona (Spain), also for the exercise of any actions aimed at invoking the warranty for the Products.

In derogation of the foregoing, the Seller will have the right to take action before the Court in the area in which the Client is based.

26. CODE OF ETHICS AND ORGANISATION, MANAGEMENT AND CONTROL MODEL

26.1 The Client declares to be aware of the legislation in force on corporate liability

26.2 The Client acknowledges that BFT S.p.A. has adopted a Code of Ethics in conformity with the applicable provisions. The Client also declares to have read its text, published on the website https://www.bft-automation.com/es_ES/bft/modelo-organizativo-y-codigo-etico/

26.3 The Client undertakes not to implement and to ensure that its directors, employees and/or collaborators do not implement acts or behaviours that violate the Code of Ethics of BFT S.p.A.

26.4 The Client also guarantees that it has established suitable measures to guarantee that the activity under this Contract is carried out in conformity with the provisions of the Code of Ethics of BFT S.p.A.

26.5 In the event of a breach by the Client of the Code of Ethics of BFT S.p.A. or of its legal obligations in regards to ethics, the Seller may terminate the Contract in accordance with Art. 1124 of the Spanish Civil Code, giving simple written communication thereof to the Client by recorded delivery letter with notice of receipt, without prejudice to the right to compensation for damages.

26.6 Upon the opening of any criminal proceedings against the Client for crimes the Seller must be notified

immediately and it will have the right to terminate the Contract

26.7 The Code of Ethics and the Organisation Model of BFT S.p.A. can be found at this address: https://www.bft-automation.com/es_ES/bft/modelo-organizativo-y-codigo-etico/

The Client is aware of the fact that the export or transfer of Products outside the European Union customs market or to certain entities/certain destinations may be subject to control by the competent authorities and it declares and warrants that it has implemented all measures necessary to respect the national, European and US legislation in force on export controls and international economic sanctions.

If the Products are exported or transferred by the Client, the Client undertakes to export or transfer those Products to Clients that are not included in lists of natural or legal persons, entities or organisations subject to restrictive measures by the European Union and/or in the List of Specially Designated Nationals and Blocked Persons (“SDN List”) prepared by the Office of Foreign Assets Control (“OFAC”) and that they are not owned or controlled by persons or entities appearing in those lists.

The Client will indemnify the Seller from any liability that may be incurred by the Seller through any violation of the provisions applicable from time to time on the control of exports and international economic sanctions in relation to the Products. The Client undertakes to transfer the provisions of this article also to any sub-purchasers.

If the fulfilment of the obligations by the Seller is impeded, aggravated or made excessively onerous due to the occurrence of one or more of the following events (hereafter “Exempting Events”):

- a. modification of the national, European or US legislation, including the adoption of restrictive measures or international economic sanctions against third countries, having an impact on the obligations of the Seller and/or
- b. modification, extension or revision or any other change in interpretation, by any court or administrative authority, of the laws in force at the date of acceptance of the orders by the Seller;
- c. lack of issuance, by any competent authority, of authorisations to sell, transfer or export the Products, where envisaged by the applicable laws;
- d. any other event, whether or not it is similar to those indicated above, beyond the control of the party against which the respective dispute could be brought,

the Seller will notify that event in writing to the Client and will consult the same to identify any fulfilment useful for guaranteeing the correct and precise execution of the existing obligations. The execution of the respective obligations will be understood to be suspended during the consultation period. If, after the consultation, it emerges that the obligations of the Seller cannot be executed due to intervening invalidity or unlawfulness in accordance with the applicable law, the order is understood to be terminated and the Client does not accrue any right to compensation for damages. If the fulfilment of the existing obligations for the Seller is not considered illegal or invalid but has become impossible or excessively onerous, the order will be suspended until the Exempting Event has ended and the Seller and the Client will undertake to mitigate any prejudice deriving from that suspension. If the Exempting Event continues beyond a period of four months, the same will constitute an event of Force Majeure.

26.8. Either party shall perform its obligations in compliance with the applicable laws and regulations, and undertakes to respect anti-corruption and money laundering applicable laws, in particular the Organic Act 10/1995, dated November 23, on the Spanish Criminal Code, the Standard ISO 37001 and any other applicable anticorruption laws. Especially, the Client undertakes to comply with Code of Ethics of BFT S.p.A. and to implement fair practices and to act, prevent and fight against all forms of corruption and not to do anything actively or passively that will constitute an act of anti-corruption. In this frame, the Client expressly allows the Seller to perform any audit and agrees to respond in good faith to any related questionnaire. In case of proven act of corruption or breach by the Client of these obligations, the Seller may suspend or terminate orders without notice or compensation and subject to any damages to which the Client may be entitled as a result of such breach.

27. TRAINING AND TECHNICAL SUPPORT

27.1 At the Client's request, the Seller will carry out training courses for the Client's staff on the use, maintenance and repair of the Product. All costs and expenses relating to the organisation and holding of those courses will be borne exclusively by the Client and the rates of the Seller for those courses will be those currently applied by the Seller for such activities at the time of the Client's request.

28. MISCELLANEA

28.1 If one or more provisions of these General Terms is/are considered to be invalid, void or inapplicable for any reason, the remaining provisions will remain valid and binding.

28.2 In no case may the Client transfer the rights or obligations deriving from this Contract without the prior written consent of the other Party.

28.3 Any lack of exercise by the Seller of a right or faculty due by virtue of the law or these GT or the Contract, or any tolerance by the Seller of behaviours of the Client may not in any case be considered as a waiver of the right to invoke the aforementioned rights or faculties. The express waiver of a provision of the GT will be effective only for the specific case and purpose for which it was granted.

28.4 The Parties are autonomous and independent contracting parties, with no relationship of economic dependence.

28.5 The rights and obligations of the Parties that, by their nature, are understood to be effective even after the termination of the Contract, will remain effective and binding even after the termination of the Contract, for any reason it occurs.

29. TECHNICAL RULES - QUALITY SYSTEM

29.1 The Client recognises and acknowledges that the range of Products is constituted by mechanical, electromechanical, electric, electronic products, software and their accessories, whose manufacture, marketing, installation and maintenance are, in the majority of cases, subject to specific rules; therefore, their distribution and installation requires the intervention of qualified and specialist professionals, who provide to end users full information on the technical and operational characteristics of the Products, their correct installation and safety of use (in particular, Spanish Electrotechnical Committee rules and Legislative Decrees on systems).

In particular, the Client recognises and acknowledges that all automated closures fall within the field of application of the Machinery Directive, with all legal consequences for dealers and installers and with the obligation to retain the technical file of the automated closure, maintenance and EC declaration of conformity, just as the other products intended for electrical systems, home automation and safety fall within the scope of application of the Spanish Electrotechnical Committee rules and the Laws of the State of installation on electrical and/or safety systems.

30. SOFTWARE SUPPLIED BY THE SELLER

30.1 If the Product requires, for its functioning, software developed by the Seller, the Seller will provide

that software to the Purchaser, together with the Product, under the conditions indicated below.

30.2 The Software, therein including any updates supplied by the Seller, remains the exclusive property of the Seller. The Client may use it, in the capacity of licensee, only for the functioning of the Product with which it was supplied and it may not transfer, disclose or reproduce it for third parties, or perform any modification or intervention on the same, except with the prior written authorisation of the Seller.

30.3 If the payment for the Software (or the Product for which the software is intended) is delayed, the Seller may grant the use of the software for a limited period, extending its duration following the due payment of the instalment at the due date. It is understood that no limitation of this nature may be applied after the price has been paid in full.

31. SEVERABILITY

31.1 The illegality, invalidity or nullity of any of the clauses in these Terms and Conditions will not affect the validity of its other clauses, provided always that the rights and obligations of the parties under these Terms and Conditions are not affected in an essential manner. Essential is understood as any situation that seriously prejudices the interests of either Party, or affects the object of these Terms and Conditions. Such clauses are to be replaced by or included in other clauses that, in accordance with law, serve the same purpose as the substituted clause. The parties waive any claim for damages they might be entitled to for that reason.

Read, confirmed and signed

Place and date

In accordance with and for the effects of Art. 5.1 of Law 7/1998, of April 13, on General Conditions of the Contract, the Client declares expressly to approve the following articles: Art. 4 (Delivery Terms); Art. 6 (Client's Obligations); Art. 8 (Invoicing and Payment); Art. 10 (Warranty); Art. 12 (Client's Obligations in the case of Defects and Complaints); Art. 14 (Intellectual and Industrial Property Rights); Art. 15. (Privacy and Confidential Information); Art. 18 (Transfer of Ownership); Art. 21 (Express Termination Clause - Limitation of Liability) Art. 22 (Withdrawal); Art. 24 (Applicable Law and Language); Art. 25 (Court with Jurisdiction); Art. 26 (Code of Ethics and Organisation, Management and Control Model).

Read, confirmed and signed

Place and date
