

## Description: General Conditions of Sale and Supply

❖ 1 Validity .....	2
❖ 2 Offers, orders and completion of the contract.....	2
❖ 3 Prices and payments.....	2
❖ 4 Delivery and transport.....	3
❖ 5 Warranty.....	3
❖ 6 Claims and complains.....	3
❖ 6.1. Assignment and right of retention; set-off.....	4
❖ 7 Governing Law .....	4
❖ 8 Information on handling of personal data .....	4

**REVISIONS**

		DATE FIRST EMISSION	EMISSION / CHECKED	APPROVED	
		23/01/2014	<i>Antonella Boribello</i>	<i>Antonio Costa</i>	
REV.	DATE	SEE FOR EMISSION	DESCRIPTION / MODIFICATION	STARTING DATE	APPROVED
1	09/09/2014	<i>Antonio Costa</i>	Point 6.1: Assignment and right of retention; set-off	09/09/2014	<i>Antonio Costa</i>

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Additional copies are available on the website controlled company [www.eagleburgmannbt.com](http://www.eagleburgmannbt.com)

**Description: General Conditions of Sale and Supply****❖ 1 Validity**

All sales, supplies and offers made by EAGLEBURGMANN BT Spa (hereinafter, EAGLEBURGMANN BT) are exclusively governed by the general conditions set forth herein. The application of any different term and condition whatsoever, even if applied by the client pursuant to reference made to its own purchasing or contractual provisions, is expressly excluded.

Any modification to the general conditions herein, shall be endorsed by EAGLEBURGMANN BT in writing.

Client acknowledges to be aware of the contents of the these general conditions available on EAGLEBURGMANN BT's web-site [www.eagleburgmannbt.com](http://www.eagleburgmannbt.com).

**❖ 2 Offers, orders and completion of the contract**

EAGLEBURGMANN BT's offers are not binding and mandatory. No contract shall be considered as made between EAGLEBURGMANN BT and the client until EAGLEBURGMANN BT will have confirmed the Client's order in writing, through the confirmation of the order acknowledged by the Costumer.

In case EagleBurgmann BT proposes a delivery date different from the date required by the customer, the new date will be considered accepted after 48 hours from the communication.

The orders shall be valid only if issued in writing and sent to EAGLEBURGMANN BT, even by telefax or by e-mail, to those addresses communicated by the same.

**❖ 3 Prices and payments**

Prices set forth in the offers and order confirmations as issued by EAGLEBURGMANN BT can be subject to adjustment.

Should the cost of one of the elements determining the price of the ordered products increase (i.e. salary, material etc.), EAGLEBURGMANN BT reserves the right to increase the price of the ordered products by such difference, provided that more than 120 days have passed between the completion of the contract and the date of delivery. To this end, upon issuance of the order, the client accepts any price variation up to a percentage of 2,5% of those agreed; whenever the price increase exceeds such percentage of 2,5%, the client has the right to withdraw from the contract upon written notice addressed to EAGLEBURGMANN BT, within 7 days from the date of the receipt of the communication of the price adjustment. Upon the shortcoming of such withdrawal notice, the adjustment is deemed as accepted and binding between the parties.

Unless otherwise agreed in writing, the payment of the ordered products shall be made cash on delivery, provided that EAGLEBURGMANN BT has the right to modify such payment term on a time to time basis.

Any default of the payment terms will lead to the cancellation of any discounts granted to the client and the application, on the amount due thereof, of the interests calculated pursuant to the Italian decree no. 231/2002, without need of any placing in default.

Prices are construed ex works EAGLEBURGMANN BT in Arcugnano (VI).

**Description: General Conditions of Sale and Supply**

The products delivered to the client shall remain property of EAGLEBURGMANN BT until they have been regularly and entirely paid.

**❖ 4 Delivery and transport**

The delivery of the products is carried out in compliance with the general conditions herein. Any change in the delivery clauses or any conditions established by the client shall not be valid and enforceable unless specifically approved, in writing, by EAGLEBURGMANN BT.

Delivery of goods is always intended as ex works EAGLEBURGMANN BT in Arcugnano (VI) (Incoterms 2000).

All costs related to the delivery of the products are to be borne by the client. Upon delivery to the client, shipper, carrier or to whoever is in charge of the transportation and, in any case, when the products leave EAGLEBURGMANN BT's facility, the liability of whole or partial loss of the same goods is transferred to the client.

The delivery terms are those set out in the EAGLEBURGMANN BT order confirmation and commence from the date of completion of the contract (or from the receipt of the order confirmation by the client). Unless explicitly agreed in writing, such terms are not binding.

Should EAGLEBURGMANN BT temporally or permanently, be unable, for reasons not imputable to the same, to deliver the products caused by an event of force majeure, (i.e.: earthquake, strikes, lock-out, lack of means of transportation, authority ordinance, floods, etc.), it will be released from all delivery and indemnification obligations towards the client for the entire duration of the period in which the impediment and its effects last. Upon the occurrence of such impediment, EAGLEBURGMANN BT will promptly inform the client thereof.

**❖ 5 Warranty**

EAGLEBURGMANN BT warrants that the products are free from defects and free from any lien that may significantly hinder or reduce its suitability for use. The warranty does not apply to defects caused by improper use, incorrect assembling, unauthorized modifications carried out by the client or by any other similar circumstance under the direct control of the client. The warranty has the duration of 12 (twelve) months from the date of delivery of the products.

**❖ 6 Claims and complains**

The client shall inspect the delivered products and notify EAGLEBURGMANN BT, in writing, within 8 days from the delivery, of possible defects found or that may be found upon a preliminary inspection, or any other claim related to the products. Should the client fail to make such notification, the products shall be deemed as definitely accepted and in compliance with what set forth in the contract, without being prejudicial to the possibility to report any not evident defect, within 1 (one) year from the delivery; in any case the notification of the defects shall be communicated within 8 (eight) days from the discovery thereof.

Expenses related to the shipment of any possible returns shall be borne by the client. It is understood that possible objections concerning part of the goods delivered or a single shipment of the same shall have no effect on the rest of the order nor on the payment of the goods already received and not promptly challenged.

**Description: General Conditions of Sale and Supply****❖ 6.1. Assignment and right of retention; set-off**

The customer is entitled to assign its claims arising from the contractual relationship only with our prior written consent.

The retention of payments or set-off due to any counterclaims by the customer that are disputed by us or not the subject of a final court judgement is not permissible.

**❖ 7 Governing Law**

The sales contract shall be governed and construed in compliance with Italian law.

**❖ 8 Information on handling of personal data**

Pursuant to article 13 of Italian decree no. 196 of 2003, EAGLEBURGMANN BT informs that it will handle the personal data of clients, suppliers, collaborators and persons who have voluntarily provided their personal data to their offices, directly or indirectly, by phone fax or e-mail.

EAGLEBURGMANN BT guarantees that the handling of personal data will be carried out in compliance with the fundamental rights and freedom as well as the dignity of the interested party with specific attention to privacy, personal identity and the right to secrecy of personal data.

All details communicated by the interested parties are utilized exclusively to fulfill activities related to EAGLEBURGMANN BT's business, such as the supply of products and services, necessary, in particular: (i) to register personal data and database processing of the company; (ii) to issue shipping papers, invoices and credit notes; (iii) to issue estimates and offers to present and/or future clients; (iv) to request offers from present and/or future suppliers; (v) for the management of ordinary accounting and VAT; (vi) to manage proceeds and payments; (vii) to process technical or commercial information regarding client satisfaction on the quality of the services and products supplied, to improve client orientation and necessities; (viii) to exchange information concerning trading, administrative, commercial activity of the company by phone, mail, courier, telefax, e-mail and via reserved areas of the web-site [www.italy.it]; (ix) to comply with the obligations set forth by law, regulations, Community law and civil and tax rules.

Personal data voluntarily provided to our offices by clients, suppliers, collaborators will be kept confidential by EAGLEBURGMANN BT.

Upon necessity, personal data of the interested party may be communicated to: (i) all subjects legally authorized to possess access to such data; (ii) our collaborators, within their duties and/or contractual obligations with same, related to the commercial relationship with the interested party; (iii) post offices, shippers and couriers for the delivery of documents and/or goods; (iv) any persons and/or private or public entity (law, consultancy and tax firms, firms for the calculation and issuance of pay packets, juridical courts, chambers of commerce, labor exchanges or offices, etc.), whenever the communication is deemed necessary or useful to carry out our business in the manner more suitable for the above mentioned scope; (v) banks for the management of the proceeds and the payments deriving from the drawing up of the agreements. In such cases only the essential personal data will be disclosed, in compliance with the purposes they are communicated for.

The communication of personal data by whoever intends to start up a commercial relationship with our company, even though limited only to requesting information on our activities and/or

**Description: General Conditions of Sale and Supply**

services, is non compulsory, but the failure to do so may cause the interruption of the relationship or affect its regular development and legal and fiscal compliances. The data is kept at the head office of our company for the period of time foreseen by fiscal and civil law. The handling of personal data is carried out both by using paper support and data processing, in keeping with measures of protection to guarantee security and privacy. The holder of the handling of the personal data is EAGLEBURGMANN BT – via A. Meucci, 58 – 36057 Arcugnano (VI), represented pro-tempore by a member of the board of directors appointed thereto. The person appointed for the responsibility of handling personal data is appointed on a time by time basis by the holder of the handling.

The interested party possesses the right to obtain confirmation of the existence of its personal data, even if not registered yet, and the communication of the same in a comprehensible form.

The interested party also keeps the right to ask for and obtain the indication of: (i) the source of the personal data, the scope and the handling procedure; (ii) the reasoning applied in case of handling through electronic devices; (iii) the basic data for the identification of the holder, responsible persons and representative appointed pursuant to article 5, section 2, of decree no. 196/2003; (iv) the persons or category of persons to whom personal data may be communicated or may have access to the same as authorized representative for Italy, agent or designate thereof.

The interested party keeps the right to ask for and obtain: (i) the updating, amendment or, whenever deemed opportune, the integration of the data; (ii) the cancellation, the transformation into an anonymous form or the impediment to use the data handled in violation of the law, including the data that does not need to be kept in relation to the scope for which the data has been gathered or subsequently handled.

The interested party keeps the right to, totally or partially, oppose: (i) the handling of personal data regarding the same for legitimate reasons, even though linked to the purpose of the collection; (ii) the handling of the party's personal data for the purpose of mailing advertising or direct marketing material, or to carry out market research or for infomercial communication.

The above-mentioned rights may be exercised upon an informal request addressed to the holder or one of the representatives, even through someone charged thereof. The request can also be forwarded by registered letter, telefax or e-mail.