

## INTERNATIONAL SALE CONTRACT GENERAL TERMS AND CONDITIONS

### 1 PREMISES

- 1.1. These *International Sale Contract General Terms and Conditions* are binding on the *Parties* that undersign them and regulate all sales-supply relationships between the same *Parties*.
- 1.2. The scope of these *International Sale Contract General Terms and Conditions* concerns the international sale and purchase of Equipment/Assets/Components/Plants/Materials/Goods/Freight lifts/Lifting platforms/Wheelchair lifts/Products/Escalators and any other related and inherent item (hereinafter referred to as "Product/s" and/or "Goods" and/or "Asset/s"). Consequently, they do not apply to contracts regarding services or other provisions.
- 1.3. These *International sale contract General Terms and Conditions* are part of the *Offer* and/or the *Purchase Order* and/or the *Order Confirmation* related to *Products* and subscribed separately, which constitute the International Sale Contract Special Conditions (hereinafter referred to as "Special Conditions"), as an integral part of all International Sales Contracts of *SELE S.R.L.* from Castenaso - 40055 (BO) - ITALY, Via XXV Aprile 1945, 63, Tax Code: 03920500372 and VAT No.: 00807071204 (hereinafter referred to as "SELE"), and this also if the *Offer* and/or the *Purchase Order* and/or the *Order Confirmation* are carried out verbally, by telephone, by written communication transmitted via telefax, postal service, courier, forwarder, carrier and/or simple and/or certified electronic mail (P.E.O./P.E.C.) and/or with any other means/link/electronic, digital or computer application (e.g.: *social networks*) and/or equivalent means, without prejudice to the provisions of the following clause 3.
- 1.4. By virtue of the preceding clause 1.3., the *International sale contract General Terms and Conditions*, together with the *Offer* and/or the *Purchase Order* and/or the *Order Confirmation* (also possibly subject to one or more *Revisions of the Order*), constitute the totality of the agreements between *SELE* and the *Buyer* regarding a specific sale and replace any other verbal and/or written communication and/or agreement previously made in the manner and for the effects of clause 3 of these *International Sale Contract General Terms and Conditions*.
- 1.5. Without prejudice to the rights of *SELE* regarding reserves of technical nature, also referred to in clause 5 below, the *International sale contract General Terms and Conditions* may be amended and/or derogated exclusively by means of a specific modification and/or supplementary agreement resulting from the *Special Conditions* or from a different, autonomous and contextual and/or subsequent written document, which must make explicit and specific reference to this agreement and must be duly signed by both *Parties* for express acceptance.
- 1.6. Any *International Sale Contract General Terms and Conditions* drafted by the *Buyer* shall not be valid and shall not apply unless expressly accepted in writing by *SELE* and in any case shall not impair the validity and effectiveness, under the Law, of these *International sale contract General Terms and Conditions* nor of the *Special Conditions* and shall not be binding for *SELE* even in the event of tacit consent.
- 1.7. *SELE* reserves the right to add, modify and/or cancel any prescription and/or provision of these *International Sales Agreement General Terms and Conditions*; such additions, modifications and/or cancellations shall apply:
- To all sales/supplies referable to *Customers* who have no relationship, at the time of the introduction of the said changes, with *SELE* (the so called "first order").
  - To all sales/supplies completed after the introduction of the same and referable to *Customers* who have business relationships already in existence with *SELE*. In such cases, the new *General Terms and Conditions of Sale/Supply*, which are published and therefore available on the Seller's website: [www.selelift.com](http://www.selelift.com) shall be considered fully understood, approved, subscribed and accepted by the *Buyer* and therefore undisputedly applicable to new sales/supplies.
- In any case, *SELE* may, without any claim of compulsion, burden and/or obligation, and hence as a mere courtesy, send to the *Customer* (by simple e-mail) a copy of the aforementioned *General Terms and Conditions*, with any amendment/addition. In any case, the *Customer* remains obliged/bound under its sole responsibility to be informed and fully aware of the *General Terms and Conditions*, which can be viewed and known pursuant to clause 1.8. In any case, the *Customer* may not bring any opposition, claim and/or objection against the *Seller* regarding the lack of knowledge of the same.
- 1.8. *SELE* has made and makes available the aforementioned *General Terms and Conditions of Sale/Supply* also:
- By having them ready for consultation or copying at its headquarters and/or branch offices.
  - By publishing them online at its website [www.selelift.com](http://www.selelift.com).
- 1.9. The *Premises* are an integral part of this *International sale contract*.

### 2 DEFINITIONS

- 2.1. Without prejudice to the stipulations agreed upon by the *Parties* (clause 25), for the interpretation of these *International Sale/Supply Contract General Terms and Conditions* the following terms must be understood according to the definition provided below:
- SELE*: *SELE S.R.L.*, currently in Castenaso - 40055 (BO) - ITALY, Via XXV Aprile 1945, 63, Tax Code: 03920500372 and VAT No.: 00807071204 and its successors, if any.
  - SELLER/SUPPLIER/MANUFACTURER/PRODUCER*: *SELE S.R.L.*, currently in Castenaso - 40055 (BO) - ITALY, Via XXV Aprile 1945, 63, Tax Code: 03920500372 and VAT No.: 00807071204 and its successors, if any.
  - BUYER* and/or *CUSTOMER/S* and/or *PURCHASER*: The entity that requests or receives an *Offer* to/from *SELE* and/or sends to *SELE* an *Order/Order Confirmation*; the entity that buys from *SELE* (who sells/provides them) Equipment / Assets / Components / Plants / Materials / Goods / Freight lifts / Lifting Platforms / Wheelchair lifts/ Products / Escalators/ and any other related and inherent item.
  - END CUSTOMER*: The entity, whether a natural or legal person, which will acquire the goods exclusively for its own use.
  - PARTY*: *SELE* or the *Buyer/Customer/Purchaser*.
  - PARTIES*: *SELE* and the *Buyer/Customer/Purchaser*.
  - INTERNATIONAL SALE/SUPPLY CONTRACT/INTERNATIONAL SALE CONTRACT/INTERNATIONAL CONTRACT/SALE CONTRACT/CONTRACT*: All the provisions referred to in the *International Sale Contract General Terms and Conditions* and in the *Offer, Order, Order Confirmation* and with which the *Parties*, in agreement with each other, establish, regulate and terminate the legal relationship relating to the transfer by *SELE* of the property of one or more tangible assets produced by the same and defined in the following point sub 2.l) and the related rights, to the *Customer* (whose registered office or place of business or habitual or common residence is located in a State other than that of the Seller) against payment of the agreed price.
  - OFFER*: The document and/or written communication transmitted (including any annexes), by fax and/or by simple or certified electronic mail (P.E.O./P.E.C.), also as an attached *file* (example: *file* in pdf format), and/or by means of postal service and/or courier/carrier/forwarder and/or by other connection/application digital/computer/electronic device and/or equivalent means, which *SELE* submits to the *Customer* in order to verify the availability of the Same to issue a *Purchase Order* of Equipment/Assets/Components/Plants/Materials/Goods/Freight lifts/ Lifting platforms/Wheelchair lifts/ Products/Escalators and any other related and inherent item.
  - ORDER*: Request by the *Customer*(PEO / PEC) made verbally, by telephone, written form or other written communication transmitted (including any annexes) by fax and/or by simple or certified electronic mail (P.E.O./P.E.C.) and/or by means of postal service and/or courier/carrier/forwarder and/or by other connection/application digital/computer/electronic device and/or equivalent means, related to the purchase of one or more Equipment/Assets/Components/Plants/Materials/Goods/Freight lifts/ Lifting platforms/ Wheelchair lifts/ Products/Escalators and any other related and inherent item.
  - ORDER CONFIRMATION - SALE CONTRACT* : The form/written communication, including attached "FORM", signed by the *Customer* and/or by the same delivered/transmitted/sent to *SELE* (and by the same signed for confirmation) by hand and/or by fax and/or by simple and/or certified electronic mail (P.E.O./P.E.C.), also as an attached *file* (e.g. in pdf format) and/or by means of postal service and/or courier/carrier/forwarder and/or by other connection/application /digital/computer/electronic mean and/or equivalent means, with which the *Buyer* expressly declares to the *Seller* its intention to buy one or more Equipment/Assets/Components/Plants/Materials/Goods/Freight lifts/ Lifting platforms/Wheelchair lifts/ Products/Escalators and any other related and inherent item, as in the same, including attached "FORM" specified. Therefore, with the wording "ORDER CONFIRMATION", we mean the same inclusive of the attached "FORM".
  - ORDER REVIEW/REV.*: The written form and/or written communication signed/undersigned by the *Customer* and/or by the same delivered/transmitted to *SELE* by hand and/or by fax /or by simple and/or certified electronic mail (P.E.O./P.E.C.), also as an attached *file* (example: *file* in pdf format), and/or by means of postal service and/or courier/carrier/forwarder and/or other connection/means/application /digital/computer/electronic service and/or equivalent service, with which the *Buyer* and the *Seller* approve an amendment/variation to an *Order Confirmation* already signed and agreed upon.
  - Equipment / Assets / Components / Plants / Materials / Goods / Freight lifts/ Lifting Platforms / Wheelchair lifts / Products / Escalators*: The asset/s specified in the *Offer* and/or in the *Order* and/or in the *Order Confirmation* and object of the *Contract*.
  - PRICE*: The remuneration/s indicated in the *Order Confirmation* that the *Buyer* must pay to the *Seller* for the purchase of *Products*.

- n) **ADVANCE ON ORDER:** The amount indicated in the *Order Confirmation* that, upon subscription, the *Buyer* must pay to the *Seller* as a down payment on the agreed price for the purchase of *Products*.
  - o) **SUPPLY:** The overall object of the *Order Confirmation* (including all goods purchased by the *Customer* with an *Order Confirmation*).
  - p) **PORTFOLIO:** Communication sent by SELE (either by fax or by simple electronic mail, or with any other connection/means/application /digital/computer/electronic service or equivalent service) to the *Customer* containing the indication of the week of delivery of the goods.
  - q) **G.R.N./GOODS READINESS NOTIFICATION:** Communication/document transmitted by SELE to the *Customer* by simple electronic mail and/or fax or any other connection/means/application/ digital/computer/electronic service or equivalent service or (as soon as the function on the website of the *Seller* is ready) viewable and downloadable from the same in the web page/section dedicated and reserved to the same on the site of SELE with which the *Seller* declares the availability of the *Product* to be collected/shipped in accordance with terms or conditions agreed upon or to be agreed upon and on the date that the *Parties* shall mutually define.
  - r) **TD/TRANSPORT DOCUMENT:** Document certifying, pursuant to the law, the transfer of the *Product/Goods* (and, unless agreed otherwise, the related risks) from the *Seller/Transferor* to the *Buyer/Transferee*.
  - s) **CONDITIONS/INTERNATIONAL SALE-SUPPLY CONTRACT GENERAL TERMS AND CONDITIONS/INTERNATIONAL SALE-SUPPLY GENERAL TERMS AND CONDITIONS/GENERAL /TERMS AND CONDITIONS/TERMS AND CONDITIONS/G.S.T.C.:** These *International Sales/Supply Contract General Terms and Conditions*.
  - t) **INTERNATIONAL SALE-SUPPLY CONTRACT SPECIAL TERMS AND CONDITIONS/SPECIAL TERMS AND CONDITIONS:** The arrangements between the *Parties* in relation to a single supply, referred to in the *Offer* and the *Order* and defined in the related *Order Confirmation*.
  - u) **TRADEMARK/S:** All trademarks of which SELE is the owner and/or licensor.
  - v) **INTELLECTUAL PROPERTY RIGHTS:** All intellectual and industrial property rights of SELE, including, without limitation and only by way of example, rights relating to: Patents for inventions, designs and models, utility models, trademarks, *know-how*, technical specifications, measurements and technical data, whether recorded or not, as well as any application and/or registration relating to such rights and any other similar rights and/or form of protection of a similar and/or equivalent nature and/or having a similar effect/effectiveness.
  - w) **TECHNICAL DIRECTIVES:** A set of general and specific provisions, standards, guidelines and technical rules that are necessary, binding and mandatory under the law (Italian, Community and/or international) with regard to:
    - i. How to properly assemble and/or install the *Product*.
    - ii. How to properly use the *Product*.
    - iii. How to properly maintain the *Product*.
  - iv. The manner in which any activity relating to the assembly, installation, use and maintenance of the *Product* must be carried out. These directives are essential in achieving the optimisation of the assembly, installation, use and maintenance of the *Product* and obtaining the result that the *Product* is required to provide. For this purpose, these directives must necessarily be fully complied with by the *Buyer* (who expressly undertakes to follow such directives within the limits and according to the provisions of the *Contract*).
  - x) **MANUAL FOR THE ASSEMBLY, INSTALLATION AND USE:** Where applicable, a document relating to the *Product* containing the *Technical Directives* related to the *Product*, published and available on the website of SELE in the *Reserved area* dedicated to *Customers* and which, if not received, must mandatorily be requested by the *Buyer* to SELE before starting the assembly and installation operations.
  - y) **DRAWINGS AND AESTHETICAL DEFINITIONS:** Respectively the design of the lifting device and similar equipment (explaining the main devices required/used, the parameters of the elevator compartment - with plan and vertical section - and the dimensions of the car and door) and the main specifications of the order (aesthetics of the materials, colours, finishes, surface treatments, etc.), both of which must be specified in the *Order Confirmation*.
  - z) **FORM:** annex to the ORDER CONFIRMATION specifying technical data, commercial information and contractual agreements; this annex is an integral part of the *ORDER CONFIRMATION*: with the signing of the *ORDER CONFIRMATION* the *Buyer* also totally approves the attached *FORM*.
- 2.2. Any reference to commercial terms (e.g. "EXW", "CIF", "CFR", etc.) must be understood as having the meaning defined and indicated by the *Incoterms* of the International Chamber of Commerce, in force at the signing date of the *International Sale Contract* unless otherwise agreed upon between the *Parties* in a written document.

### 3 GENERAL PROVISIONS

- 3.1. The *Buyer* cannot transfer to any other party the *Contract* concluded according to these *General Terms and Conditions*, nor transfer the rights, obligations and charges deriving therefrom without the prior written consent of the *Seller*. In any case, the *Buyer* remains jointly responsible with the *Transferee* for the transferred obligations and charges.
- 3.2. Without prejudice to the rights and the provisions of clauses 22., 23. and 24., all information exchanged between the *Parties* must be considered confidential with the exception of the right to submit it to Judicial and/or Arbitral Authorities if it is connected to any pending judgement and substantiating the facts in question. The *Parties* authorise one another to this end.
- 3.3. If the *Parties* intend to communicate, receive or exchange non-confidential information, they undertake to enter into and undersign a specific agreement.
- 3.4. Each *Party* may communicate with the other *Party* verbally, by telephone, with documents/forms transmitted by fax, postal services, couriers, carriers and shippers, and/or normal or certified electronic mail (P.E.O./P.E.C.) and/or connection/means/application/electronic/computer/digital service (e.g. *Skype*, *social networks*, digital applications such as for example *Whatsapp*, etc.) and/or other equivalent means. Such communications shall be treated as a written document with full contractual validity between the *Parties*, subject to the limits of law and the provisions specifically agreed upon by the *Parties* referred to in clause 3.6 below.
- 3.5. Any identification codes contained in the electronic document, even if different from the digital signature, are deemed sufficient by the *Parties* for the identification of the sender and the authenticity of the document itself.
- 3.6. The *Parties* expressly agree:
  - a) That the *Offer* and the *Order* forwarded via the electronic means referred to in the preceding clauses 1.3. and 3.4. are considered equivalent to paper documents that they have validly signed, with the same mandatory character and binding effect, with the exception of mandatory and legally binding statutory provisions.
  - b) That the *Order Confirmation* forwarded by the *Customer* to SELE via the electronic means referred to in the preceding clauses 1.3. and 3.4. or any other agreed means, as per the *Premises*, shall be considered valid, effective, binding and enforceable by SELE since it is approved by the *Buyer*; such approval may result from:
    - i. The original and autographic subscription of the *Customer* of the *Order Confirmation* itself, sent (even if only) as a copy to SELE with the means described above.
    - ii. The original stamp of the *Customer* affixed on the *Order Confirmation* itself, sent (even if only) as a copy to SELE with the means described above.
    - iii. Insertion by the *Customer*, of a subscription text (also via digital image) in the *file* (thereby modifying it) containing the *Order Confirmation* (e.g. *pdf*), sent to SELE with the means described above.
    - iv. Insertion by the *Customer*, of an approval text (also via digital image) in the *file* (thereby modifying it) containing the *Order Confirmation* (e.g. *pdf*), sent to SELE with the means described above.
    - v. Insertion by the *Customer*, of a stamp (also via digital image) in the *file* (thereby modifying it) containing the *Order Confirmation* (e.g. *pdf*), sent to SELE with the means described above.
    - vi. Mere communication, in reply to and/or separate from the *Order Confirmation*, also if without attachments (and sent by the *Customer* to SELE with the electronic means referred to in the preceding clauses 1.3. and 3.4. or any other mode as per the *Premises*) of acceptance of the *Order Confirmation* itself. The approval may result from any of the above and, in any case, from any direct or indirect expression, in any way received by SELE from the *Customer*, of the will to accept the *Order Confirmation* itself, without prejudice to any provision that is mandatory and/or legally binding under the law.
  - c) That any request for modifications/addition/revision to the *Order Confirmation* forwarded via the electronic means referred to in the preceding clauses 1.3. and 3.4. or any other mode as per the *Premises*, shall be considered valid, effective and binding only:
    - i. If requested and/or approved by the *Buyer*, in the same manner as the *Order Confirmation* and referred to in the preceding section 3.6.b).
    - ii. If accepted by SELE with an *Order Review* (referred to in the preceding clauses 1.5., 2.1.k) and 3.6.c), without prejudice to any provision that is mandatory and/or legally binding under the law.
- 3.7. Except as provided in the previous clauses, the *Parties* also expressly agree that in case of discrepancy and/or contradiction between two or more communications and/or controversy over the pre-eminent content of one of them, the agreements that must be considered as prevalent, deciding and binding are those stipulated in the *Order*

Confirmation approved by SELE and duly signed by the Buyer. In the absence of an *Order Confirmation* or in the presence of several and different *Order Confirmations* (for instance, following a *REV*), in the event of a dispute, the last written document approved by SELE shall be considered prevalent and binding.

- 3.8. The *Customer* undertakes to purchase the *Products* for its own use or the use of its business group, and not for resale, *leasing* and/or transfer to a different reseller and/or any third party that is not the so called "*End customer*", therefore undertaking not to resell the product without prior written permission of SELE and expressly excluding the possibility of acting as an agent, promoter and/or intermediary for the same *Products*.  
Any authorisation may result from:
- Separate and general declaration/agreement/document, valid from the date of subscription for all subsequent supplies, up to the possible express revocation by SELE.
  - The *Order Confirmation*, applicable for the referenced supply only, and not for the subsequent ones (if not expressly indicated in the related *Order Confirmations*).
- 3.9. Each of the *Parties* is obliged, at its own expense, to comply with applicable laws (national and international) in relation to the obligations assumed in accordance with the *Special Terms and Conditions* and the *General Terms and Conditions*, as well as to obtain all relevant, preventative, contingent and consequent permissions, licenses and authorisations, of administrative and legal nature in general, each solely in relation to their obligations and duties as regulated by law and by these *General Terms and Conditions*.
- 3.10. Any invalidity, even partial, of one or more clauses of these *General Terms and Conditions* does not involve the invalidity, illegality and/or ineffectiveness of the *General Terms and Conditions of Sale* in their entirety or in the *Contract*, except for the provisions of Article 1419 of the Italian Civil Code.
- 3.11. The titles of articles/clauses of the *G.S.T.C.* are purely indicative: Under no circumstances may they be of relevance in the interpretation and execution of these *General Terms and Conditions*.
- 3.12. In confirmation of what has already been stated in the preceding clauses 1.7. and 1.8., the *Buyer* expressly declares to have carefully examined, at least already at the time of subscription of the *Order Confirmation*, these *General Terms and Conditions* in all their clauses and provisions, to have fully understood the content, meaning, effectiveness, consequences and effects, rights, obligations and charges deriving and consequent from each and every one of them, and to accept them in full and without any reservation and/or doubt.

#### 4 OBJECT OF THE CONTRACT

- 4.1. These *General Terms and Conditions* regulate the relationships between SELE and the *Customer*, as identified in the *Premises* and in the *Definitions* and concern the sale/supply of equipment, assets, components, installations, materials and goods, such as: Plants/Freight Lifts/Lifting Platforms/Wheelchair lifts/Products/ Escalators by SELE to the *Customer*.
- 4.2. Without prejudice to the provisions of the preceding clauses 1.4. and 3.7., these *General Sale Terms and Conditions* regulate the contractual and commercial relations between the *Seller* and the *Buyer* in relation to the sale/supply of *Products*, replacing any prior agreement between the *Parties*, written or verbal, as stated in the *Premises*.

#### 5 TECHNICAL DATA AND DESCRIPTIVE DOCUMENTS

- 5.1. Any technical data and/or indication related to size, capacity, performance, other technical and non-technical data contained in catalogues, *brochures*, *leaflets*, information sheets, advertisements, illustrations, price lists, *web pages* and similar and equivalent materials of the *Seller* have an approximate character and are not binding. Therefore, the *Customer* holds the *Seller* harmless from any dispute regarding any variations that products and materials referred to in:
- The aforementioned information and advertising documentation
  - Any physical samples sent/acquired for review
- may be subjected to, having the same a merely indicative value.
- 5.2. The *Customer* also expressly acknowledges that SELE has the option of making, in relation to the catalogues, *brochures*, *leaflets*, information sheets, advertisements, illustrations, price lists, *web pages* and similar/equivalent materials and any other dissemination and information documents and/or physical samples, any modification that is deemed useful and/or necessary for the better performance of the *Product*, without compromising its essential features and functions.
- 5.3. All drawings and technical documents suitable and/or necessary for the manufacturing and/or assembly and/or installation and/or use of the *Products* object of the contract provided to the *Customer*, in any form and/or mode and on /with any support (paper, digital, etc.) before and/or after the completion of the same, remain the exclusive property of the *Manufacturer*.
- 5.4. Therefore, pursuant to the preceding clause 5.3, the aforesaid drawings and technical documents cannot be used by the *Customer*, nor copied/reproduced/transmitted/communicated/transferred/etc. to third parties without the express written consent of SELE.
- 5.5. If the *Customer* violates the obligations and duties referred to in point 5.4 above, the *Contract* can be terminated due to the default of the *Buyer* against which SELE reserves the right to claim, request and obtain all related damages, including through legal proceedings and before any national, international, civil, criminal and/or administrative court.
- 5.6. Unless otherwise agreed by the *Parties*, the *Customer* is expressly authorised to affix its logo on the purchased *Product*, in addition to that of SELE.

#### 6 ORDER AND ORDER CONFIRMATION

- 6.1. If SELE sends an *Offer* to the *Customer*, the same shall have validity and shall therefore be evaluated and accepted within and not later than the deadline specified therein (*sub F*); if no indication is given, this term must be considered to be 30 (thirty) calendar days after the sending date of the *Offer*.
- 6.2. After the term referred to in the preceding clause, the *Offer* shall no longer be valid or effective and no obligation will bind SELE and/or the *Parties* in relation to the same.
- 6.3. Upon the positive outcome of the commercial negotiations referred to in the communications between the *Parties* and of the *Offer* and/or the *Order*, SELE shall send to the *Customer* the *Order Confirmation* and, if necessary, these *General Sale Terms and Conditions*, already known and/or available since they are published on the website of the *Company*, which in any case shall have to be considered known to the *Customer* also for subsequent supplies (related to further and different *Order Confirmations*) without the need for further duplicated submission, except as provided in the preceding clause 1.7.
- 6.4. The *Order Confirmation* indicates and describes (also through the attached *FORM*): the company name and identification data of the *Seller* (*A*); the company name and identification data of the *Customer* (*B*); the place of installation (*C*); the object of the supply (type and quantity of *Products* required) (*D*); the price (*E*); the duration of the *Offer* (*F*); the payment terms (*G*); the terms and conditions of delivery and return (*H-I*); the terms and conditions for requesting modifications (*L*); the warranty (*M*); the included and excluded charges (*O*); the law references applied about *Privacy - GDPR 679/2016* (*P*); the reference to the specific local regulations (*Q*); the reference to the competent court and applicable law; (*R*), the reference to the annex/attached *FORM* (*S*); the subscription for acknowledgement and acceptance (*T*).
- 6.5. Without prejudice to - and as further confirmation of - the provisions of the preceding clauses 1.7., 1.8. 3.12. and 6.3., the *Order Confirmation* shall contain a specific reference (*P*) to these *General Terms and Conditions* in the edition in force expressly referred for acknowledgement and subsequent conscious and free acceptance, and is an integral part of the *International Sale Contract* as already mentioned in the *Premises*. Therefore, with the undersigning of the *Order Confirmation*, the *Parties* consider these *G.S.T.C.* as read, understood and accepted, without any doubt and with full legal effect.
- 6.6. As a confirmation of the previous stipulations, the *Parties* state the obligation of the *Customer* to send to the *Seller*, as free, express, unconditional and full acceptance of the *Contract* understood as described in the *Premises* and in the *Definitions*, the *Order Confirmation* duly approved pursuant to the preceding clause 3.6.b)
- in paper form with the shipment of the original document by courier/carrier or
  - in a digital format, by sending, as a simple email attachment, a Pdf file and/or in any of the ways mentioned in the *Premises*, *Definitions* and *General provisions*, without prejudice to the provisions of clauses 3.6.b).vi. and 3.6.b) last paragraph.

#### 7 MODIFICATIONS/ADDITIONS TO THE ORDER CONFIRMATION

- 7.1. Without prejudice to the preceding stipulations and to the preceding clause 5, once the production process of the good/plant referred to in the *Order Confirmation* has been started, the *Buyer* cannot in any way make unilateral modifications or changes. The possibility of making changes after the signing of the contract and/or during production shall be evaluated at the discretion of SELE in terms of both feasibility and cost, both sustained and envisaged, all of which, in the event of acceptance of the changes (with the resulting undersigning of the *REV* and a new *Order Confirmation* by the *Parties*), will be fully sustained by the *Customer* (including losses related to materials, assets and labour already put in place).
- 7.2. With the request for modifications/additions and related *REV* approved by SELE, referred to in the preceding clause 7.1., the *Customer* shall accept the consequential changes in costs and delivery date, with consequent delay of the same as per the indication that the *Seller* shall provide in the *REV* itself or at a later time, as soon as possible.

#### 8 CANCELLATION OF THE ORDER

- 8.1.** If the Parties have fulfilled all the obligations necessary for the start of the industrial process of material production of the goods *referred to in the Contract*, namely:
- (If sufficient) the approval - as referred to in clause 3.6. - by the *Customer* of the *Order Confirmation* or
  - The approval - as referred to in clause 3.6. - by the *Customer* of the *Order Confirmation* and the sending to *SELE* of the entirety of documents/technical drawings and aesthetic definitions.
- The *Buyer* has no right to request the cancellation of the Order and the termination of the *Contract* already completed, and consequently the *Buyer* must comply with the obligation of paying in full the agreed contractual consideration. In any case, *SELE* shall have the right (at its own unilateral discretion) to admit, by way of derogation, the aforesaid request solely and exclusively in connection with the payment by the *Buyer*, also by way of compensation of the expenses and costs incurred, of the following amounts:
- For *Orders* amounting to less than 10,000.00 (= 10 thousand/00 =) euro:
    - The agreed percentage (paid or to be paid) at the time of the *Order Confirmation* (so called "Advance on order").
    - 10% (ten percent) of the value of the *Order*, in case of failure to pay the so-called "Advance on order".
  - For *Orders* with a value exceeding 10,000.00 (= ten thousand/00 =) euro and equal to or less than 25,000.00 (= euro twenty five thousand/00 =) euro: 1,000.00 = (one thousand/00 =) euro in total.
  - For *Orders* with a value exceeding 25,000.00 (= twenty five thousand/00 =) euro: 4,000.00 = (four thousand/00 =) in total.
- In any case, the *Buyer* expressly acknowledges that the *Seller* has the right to withhold in full the advance payments, whatever their amount, already paid.

## **9 PACKAGING**

- 9.1.** The delivery and/or transportation and/or shipment of the products/goods will be made according to the terms and conditions indicated in the *Order Confirmation* and referred to in clause 10 below.
- 9.2.** Unless otherwise agreed in writing between the *Parties*, the *Products* shall be delivered with packaging, labels and trademarks of the *Seller*.
- 9.3.** All equipment shall be sent to the *Customer* packed in a type "ISPM15" wooden container/crate/protective framing, unless otherwise requested by the *Customer*, who contextually and expressly:
- Assumes unilaterally any risk and danger deriving and consequent from a different packaging choice, indemnifying *SELE* from any liability, dispute and/or claim.
  - Also assumes the additional cost of fulfilment that will remain entirely and exclusively at its own expense.

## **10 PREPARATION OF GOODS / DELIVERIES**

- 10.1.** Except as provided for, by way of derogation, by the *Special Terms and Conditions* and/or by any other agreement signed by the Parties, the supply of the goods shall be deemed to be Ex Works and this also when the *Parties* establish that the transport/shipping/delivery is the responsibility of the *Seller*.
- 10.2.** The terms / date of delivery referred to in *Order Confirmation* are established in weeks; the *Buyer* recognises in favour of the *Seller*, expressly and in any case, a tolerance of 1 (one) week (or any other duration possibly indicated in the *Order Confirmation*).
- 10.3.** The delivery terms/dates start from the week in which, as the case may be, the *Seller* comes to know:
- The *Order Confirmation* duly approved pursuant to the preceding clause 6.6.
  - (If planned and required) the approval of the *Drawings* and/or of the *Aesthetic definitions*.
- 10.4.** Following the completion of the *Contract* and at the beginning of the terms indicated, in compliance with the same, *SELE* shall send to the *Customer* a first communication, so called "*Portfolio*", containing the indication of the week of delivery: The *Parties* expressly agree that the reference, contained therein, to "*Monday*" is exclusively aimed at identifying the relevant delivery week and not the exact date, which will be precisely identified in the subsequent "*Goods Readiness Notification*".
- 10.5.** Except as provided in the previous clauses and in accordance with the terms of delivery indicated in the *Order Confirmation*, following the "*Portfolio*" communication, *SELE* shall send to the *Customer* a "*Goods Readiness Notification*" (so called "*G.R.N.*") consisting of an electronic notice regarding the availability of the supply and the possibility to initiate the shipment/collection as previously agreed between the *Parties*. Such shipment must be defined, (taking into account the business needs of the *Producer*) with the carrier promptly identified and indicated within and no later than 10 (ten) working days from the *G.R.N.* by the *Customer*, which, for these purposes, is therefore responsible for contact *SELE* in a timely manner.
- 10.6.** The costs of transport/shipment/delivery of the purchased goods shall be, in any case (including those referred to in the following clauses) borne by the *Buyer*, with the exception of any different agreement resulting from the *Order Confirmation*.
- 10.7.** Without prejudice to the statutory provisions related to liability for any breach and damage by the carrier and/or forwarder and/or shipper, at the time of collection by the *Customer* of the goods transported/shipped/sent/delivered by the appointed carrier and/or forwarder and/or shipper the *Buyer* shall have the mandatory and imperative obligation of immediate verification of the state of the *Products* and the presence of all the elements and components indicated in the *Transport Document*, which will be signed by the same for all legal purposes.
- In particular, the *Parties* agree that in any case, *CIF* sale included, it is the duty of the *Buyer* to verify the status of the packaging and the products included in the supply within the *container/s* used for transport/shipment, before the following transport of the goods to the final site/place of destination: the burden of proof is fully with the *Customer*, who will be obliged, in any event (such as the possibility of complaint), to provide appropriate documentary evidence (e.g. photographs, video footage, etc.).
- 10.8.** Without prejudice to the provisions of clause 16 below, after 30 (thirty) days from the customs clearance of the goods (i.e. from the date on which it they are made to the *Buyer*, as per the *Transport Document*) the *Buyer* will automatically cease from having the right to notify the absence of ordered items and also to claim, dispute and assert any faults and/or defects, whether visible or concealed. The burden of proof remains integrally and exclusively with the *Buyer*.
- 10.9.** Should the *Buyer* not comply with the provisions of the preceding clauses within 30 (thirty) calendar days from the reception of the *G.R.N.*, either directly or through a trustee responsible for the collection/transport/dispatch/shipment of the goods, the *Seller* shall:
- Issue an invoice with effect from the beginning of both the terms of payment and the effects and terms of the duration of the Sale Warranty, also pursuant to clause 16 below.
  - Apply a penalty of 5.00=/day, (five/00=) euro for each additional day of storage, unless otherwise agreed between the *Parties* and resulting from a document signed by both.
  - Send to the *Buyer*, via a simple e-mail, a request for compliance, i.e. collection/shipment of the goods and payment of the balance within the term indicated therein, under penalty of terminating, totally/or partially, the *Contract* due to a default by the debtor, with consequent right of the *Seller* to:
    - Retain any advance payments already received.
    - Request and obtain, also judicially, the entirety of the consideration and the right to compensation for all greater and consequent damages.
    - Transfer the goods to a third party (by reserving the option, in the case of a subsequent payment by the original *Buyer*, who accepts, to re-start the production of the supply according to the timeframes indicated in the original *Order Confirmation*).
- 10.10.** In the case of delayed delivery by the *Seller*, the same shall not be liable if such delay is due, directly or indirectly, to causes that are not attributable to the *Seller* like, by way of example and without limitations:
- Strikes, trade union protests, occupation of plants, lock-outs, orders of civil and/or military authorities, state of alarm, embargo, mobilization, blockade, riots, insurrections, uprisings, wars, fires, floods, earthquakes, pandemics and/or other natural disasters and/or other causes due to force majeure and/or chance and/or in any event not attributable to the will, availability and/or management of *SELE*.
  - Actions and/or omissions of the *Buyer*, including failure to communicate/transmit information and/or any other element necessary for the execution of *Contract*.
  - Missed, delayed, partial and/or differing payment by the *Customer*.
  - Interruptions and/or delays of any type of freight transport.
  - Impossibility of obtaining and/or finding the materials/components/services necessary for the execution/performance by the *Seller* due to force majeure and/or fortuitous causes and/or default/delay of the vendor and/or in any event not attributable to the will, availability and/or management of the Supplier and any circumstance that is outside the control of *SELE*.
- 10.11.** The *Seller* shall communicate to the *Buyer* the delay, its quantification, its causes and, as soon as possible, the new delivery date.



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- 10.12.** Except as provided for in the preceding clauses and the mandatory provisions of law, the *Parties* agree that in case of delivery delayed by the *Seller* the latter shall only be liable in case of wilful misconduct and/or gross negligence.
- 10.13.** If the delay is due to actions and/or omissions of the *Buyer* and/or another contractor and/or supplier of the *Buyer*, without prejudice to all the provisions contained in the preceding clauses, *SELE* shall have the right to review the price already agreed upon, and the *Customer* shall expressly authorise such review.
- 10.14.** *SELE* reserves the right to suspend deliveries after the termination of the *Contract* in case the economic conditions of the *Customer* undergo a substantial change as, by way of mere example and without limitation, in case of/as a consequence of one or more:
- Protests.
  - Enforcement procedures.
  - Registration of liens and/or mortgages.
  - Demand for receivership.
  - Company liquidation.
  - Composition with creditors.
  - Bankruptcy procedures.
  - Termination of the activity.

And any other act/matter (also formally qualified differently from the legal-administrative framework of the State of reference) and substantially similar and/or equivalent and/or anyway modifying the economic situation and/or status of the *Customer*, also due to the action, determination and/or claim of a private entity and/or a public, administrative, judicial and/or criminal authority.

#### **11 LIEN**

- 11.1.** Without prejudice to the obligations of the *Buyer* referred to in clauses 10 and 16 of this *Contract*, the *Sale* is performed in any case subject to ownership reserve under the terms of articles 1523 et seq. of the Italian Civil Code, of which the *Buyer* acknowledges the application. Consequently, the delivered *Products* remain the property of *SELE* up to the full payment of the agreed price, only after which the *Buyer*:
- Acquires the property of the *Products* themselves.
  - Acquires the connected right of receiving and/or *downloading* from the relevant web page the related documentation and certifications that, up to that date, may be retained by *SELE*.
- 11.2.** In the case of transfer of the credit or payment made by a third party, without prejudice to the agreed provisions sub 3.1., the ownership reserve referred to in the preceding clause 11.1. shall be understood to be transferred as well.

#### **12 PRICE**

- 12.1.** Unless otherwise agreed upon by a document signed by both *Parties*, the price referred to in the *Offer* and/or the *Order* and/or to the *Order Confirmation* refers to the related supply delivered ex works at *SELE* and in any case does not include: packaging differing from that provided for in the preceding clause 9.3. ("ISPQM15"), shipping costs, insurance and any tax and/or financial charges relating to the sale and/or export.
- 12.2.** The price agreed with the *Customer* does not oblige and/or bind in any way *SELE* in case of modifications/extensions:
- Of the quantity and/or type of *Products* to be supplied and mentioned in the *Order* and/or to *Order Confirmation*, also pursuant to the preceding clause 7.
  - Of the delivery terms referred to in clause 10.
- The *Customer* expressly acknowledges that *SELE* shall have the option to modify and/or update, also by way of increase, the aforementioned price.
- 12.3.** The *Customer* expressly acknowledges that *SELE* shall have in any event the option to modify and/or update, also by way of increase, the price indicated in:
- The *Offer*, upon the expiry of the term specified therein (and as per clauses 6.1 and 6.2).
  - The *Order Confirmation*, if the term expressly indicated therein expires (*sub F*) without the *Customer* complying with the obligations subsequent to and necessary for the start of the industrial production process, such as the delivery of technical documentation/drawings and any other necessary element for the said production.

#### **13 PAYMENTS**

- 13.1.** By subscribing to *Confirmation of Order*, the *Buyer* undertakes and is therefore obliged to pay the agreed price indicated therein, in the manner that is contractually stipulated.
- 13.2.** The transmission of sums to *SELE* shall always occur at the risk of the *Customer* whatever the medium chosen. The costs related to, necessary for, deriving from and consequent to the payment transactions (such as, by way of example and without limitation: bank fees) shall always be charged solely and exclusively to the *Customer*.
- 13.3.** Any allegation made by the *Buyer* pursuant to the preceding clauses 10 and 16 and/or other and/or any other dispute, exception and/or opposition cannot constitute, in any way and under no circumstances, grounds and/or justification for a failed, delayed, partial and/or dissimilar payment of the price. The *Customer* shall in any case be required to pay the due amount in full according to the agreed terms and conditions, even in case of exceptions, objections, allegations and/or disputes that shall be determined only after the payment of the agreed price, without prejudice to the option of asserting the *Warranty sub 16*. in the terms and manner and under the conditions agreed and/or other claimed rights before any authorities, including judiciary, in this regard.
- 13.4.** With the acceptance and subscription of these *G.S.T.C.*, the *Buyer* waives, expressly and as of now, any request of offsetting the payment with any credit, whatever its origin, with respect to *SELE*.

#### **14 NON-COMPLIANCE OF THE BUYER**

- 14.1.** Except as provided for in the preceding clause 13, in case of failure, delay, partial and/or differing compliance by the *Customer* in relation to the payment of the agreed price, also in connection with a single instalment of the total price, *SELE* reserves, with respect to the *Customer*, who expressly accepts, the right to:
- Without the need for formal notification, apply, to the sums owed, revalued in the manner and in the cases contemplated by law, the statutory and/or legal interest, and ask the *Customer* for the related payment.
  - Suspend/extend/delay the execution of the *Contract* and the related orders, supplies and deliveries, even if not related to the payment in question.
  - Modify the terms of payment and the discount arrangements for subsequent supplies, also requiring an advance payment and/or the issuance of additional and different warranties.
  - To act, even in court, in order to obtain the full compliance by the *Customer* owing the payment or the termination of the *Contract* due to the non-compliance by the *Buyer*, without prejudice to all claims for damages, including all contractual and non-contractual damages, as well as the full refund of all inherent and consequent legal fees and expenses.
- 14.2.** With the acceptance and subscription of these *G.S.T.C.*, the *Seller* expressly agrees and acknowledges that in all cases referred to in the preceding clause 14.1 any sum due for any reason to *SELE* becomes immediately payable.

#### **15 ASSEMBLY, INSTALLATION AND TESTING**

- 15.1.** With reference to the materials, products and goods with which the sold *Products* are made, *SELE* guarantees to the *Buyer* the compliance with the *Guidelines* referred to in EU regulations (the so called "*Machinery Directive*" and "*Lift Directive*") as well as with the requests of the *Customer* as indicated and specified in the *Order Confirmation*.
- 15.2.** The *Customer* undertakes to follow the *Technical Directives* and the *Manual for Assembly, Installation and Use* referred to in the preceding clause 2.1. w), x), related to the *Product* purchased by the same and available in the dedicated *Reserved Area* of the website: [www.selelift.com](http://www.selelift.com), indemnifying the *Seller* from all possible responsibilities associated with, connected to and deriving from the failure to comply with the aforementioned *Technical Guidelines* and *Manual for Installation and Use*. If the *Buyer* has not received and/or found the *Manual for Installation and Use*, it remains its essential obligation to promptly request it from the *Seller* before proceeding with the assembly and installation. Failing that, *SELE* disclaims any liability towards the *Customer* and any third party.
- 15.3.** All applications, administrative and/or fiscal authorisations and/or similar obligations and/or charges, which are necessary for, inherent and/or consequent to the execution of each individual *Sales Agreement* and to the *Product*, its keeping, assembly, installation and use, and any other obligation provided for by law in general and/or necessary in the country of destination of the *Products*, are the exclusive responsibility and burden of the *Customer*, who indemnifies the *Seller* (who at the same time disclaims the same

responsibility) from any consequence and/or responsibility occurring and/or deriving from the failure to comply with and/or obtain the above mentioned administrative authorisations and similar charges that are inherent, preventive and consequential.

- 15.4.** With reference to the testing of the *Product/Plants* (also referred to in clause 18), *SELE* shall only answer for the *Product/Plant* supplied. Consequently, the *Buyer* indemnifies the *Seller* (who at the same time disclaims the same) from any liability, burden, claim and/or dispute inherent to, deriving from and consequent in relation to:
- Location of the *Product/Plant*.
  - Use of the *Product/Plant* (e.g. Public building, private residence, etc.).
  - Related works and any other work aimed at/influential to the obtaining/issuing of the plant and facility license and any other authorisation/license/permission/certification and/or equivalent provided for by the law of the country of destination and by the competent body/entity/authority.
  - Any related and accessory work connected to the local rules and uses.
  - Any charges that may be required for the issuance (where and if applicable under the laws of the country of destination and in any case in accordance with the same) of fire safety permits/certifications.

## **16** WARRANTY FOR FAULTS/DEFECTS/DISCREPANCIES AND COMPLAINTS

- 16.1.** *SELE* guarantees the supplied *Products* from faults and defects and/or non-conformity with the *Guidelines* and the technical specifications as per the preceding clause 15. and/or as duly, exhaustively and promptly communicated by the *Buyer* in relation to the regulations and uses of the country of destination. Consequently, the *Seller* does not guarantee the correspondence of the *Products* to specific specifications, technical and/or regulatory characteristics other than those referred to *sub* 15., nor their suitability for peculiar uses except insofar as such special features have been expressly agreed upon in the *Contract* and/or in documents expressly and unequivocally invoked for this purpose by the *Order Confirmation*.
- 16.2.** The warranty for faults and/or defects and/or non-conformity with the technical specifications and/or what is indicated has a duration of 2 (two) years from the shipping, i.e. from the date of which the goods are entrusted to the carrier and this irrespective of the initial time of effective use of the *Goods* and without prejudice to the liability of the shipper/carrier/forwarder: after the said period of 2 (two) years, the *Buyer* loses its right and the related action is annulled.
- 16.3.** Without prejudice to the obligation of checking the Goods under the preceding clause 10.7., faults and defects and/or non-conformity with the technical specifications and/or what is specified in the *Order Confirmation*, possibly found by the *Buyer*, must be communicated to *SELE* not later than the mandatory term of 30 (thirty) calendar days from the finding, i.e.:
- Within thirty (thirty) calendar days from the collection/delivery in case of visible defects, with the *Parties* concurrently specifying that by date of collection/delivery of the Goods, as the day from which the said term shall begin (pursuant to the preceding clause 10.7) shall be understood as the date of arrival of the Goods at the place of destination/customs clearance as per the relevant supporting documentation (*TD*) that the *Customer* must attach to the request for the application of the warranty as an essential evidence.
  - Within 30 (thirty) calendar days from the finding in case of hidden defects.
- 16.4.** Under penalty of invalidity, annulment, ineffectiveness and termination, the complaint referred to in the preceding clause 16.3. must be submitted in writing and communicated to the *Seller* at its registered office via email (with evidence of reception and/or readability of the same and its annexes provided by the *Buyer*) and must necessarily contain, in addition to the annex referred to in the preceding clause 16.3.a) a specific, detailed and unequivocal indication of the defect, fault and/or non-conformity of the *Products*, as well as all information necessary to verify the existence of the same (such as, by way of example and without limitation: photographs, video footage, etc.).
- 16.5.** Should *SELE* receive the complaint referred to in the preceding clause:
- SELE*, once it has verified the full correctness of the complaint, shall provide the replacement to the *Customer* who will pay the relevant price and shipping costs within 60 days of shipment, as per the related invoice.
  - The *Customer* shall keep in storage the Goods that are the object of the complaint (preserving them from further alterations and/or interventions/modifications) for a period of one year from the date of receipt of the complaint by *SELE*, after which it will be authorised to dispose of them, unless otherwise indicated by the *Producer* (communicated by the expiration date of the said annual term); the storage of the Goods is carried out by the *Customer* free of charge.
  - Within the aforementioned term of one year from the receipt of the complaint, *SELE* reserves the right to:
    - Request the shipping, at its own expense, of the allegedly faulty Goods for the examination of the same.
    - Inspect the allegedly faulty Goods at the facility of the *Customer*.
  - In the event of a positive outcome of the verification, which ascertains the actual existence of a fault/defect attributable to the *Seller* or if the annual term expires without the *Producer* having requested the return of the Goods or having announced its inspection visit, *SELE* shall issue in favour of the *Customer* a *Credit Note* for an amount equal to the price and shipping costs paid by the same, as referred to in point a) above.
  - In the event of a negative outcome of the verification of the allegedly faulty Goods (which, therefore, attests to the lack of faults/defects/non-conformity attributable to *SELE*) the *Customer* shall be required to pay the costs incurred for shipping the disputed Goods after the issuance of the relevant invoice by *SELE*.
- 16.6.** The burden of proof of the existence of faults and/or defects and/or non-conformity with the technical specifications and/or what has been indicated/required in the contract, as well as the compliance with the expiry terms, is exclusively borne by the *Buyer*.
- 16.7.** The warranty only covers the *Product*: consequently, if the warranty is recognised and operating, *SELE* shall provide, free of charge, all spare parts and any other element necessary for the replacements and/or repair referred to in the preceding clause. The *Customer* shall remain fully and exclusively responsible for all expenses involved in the required works, even in case the intervention of the *Seller* at the place of installation is agreed and/or requested, with the resulting charge to the *Buyer* of travel, board and lodging expenses (unless otherwise agreed by the *Parties* with a written document). It is understood that this guarantee absorbs and replaces the warranties and/or liabilities provided for by law.
- 16.8.** The *Products* replaced and/or repaired under the warranty shall be subject to the same warranty for a period of 6 (six) months from the date:
- Of shipment to the *Customer*, provided that it autonomously takes care of the installation/assembly.
  - Of installation, if the same is provided directly by the *Seller on site*, as per the preceding clause 16.7.
- 16.9.** In the event of a complaint and/or verification regarding faults and defects reported and/or of the non-conformity to what was contractually agreed, the *Parties* mutually and explicitly exclude the possibility for the *Buyer* (who, with the agreement and subscription of these *G.S.T.C.*, waives all rights in this regard) to act extra judicially and/or judicially for the claim, the exception, the request, the recognition and the obtainment of the compensation of all attached, connected and consequential damages.
- 16.10.** This warranty in question is excluded where the faults and/or defects and/or non-conformity of the *Products* depend on causes not attributable to the *Seller*, such as, by way of example:
- Damages caused during the collection by the *Buyer* or its appointed person/contractor or freight forwarder/carrier, transport and/or delivery by the *Buyer*/carrier/freight forwarder appointed.
  - Failure to comply with storage specifications affixed on the packing.
  - Inadequate packaging specifically requested by the *Customer* differing with those set out by *SELE*, pursuant to the preceding clause 9.
  - Negligent and/or improper and/or non-compliant use of the *Goods* themselves.
  - Failure to comply with the instructions and regulations relating to the assembly, installation, operation, use, maintenance and storage of the *Products* themselves.
  - Non-compliance with the *Technical Directives* and the *Manual for Assembly, Installation and Use*.
  - Inadequate operating environment.
  - Repairs, interventions, modifications, replacements and/or connections carried out by the *Customer* and/or by third parties to the *Products* and not authorised in writing by the *Seller*.
  - Use or connection with other inadequate, improper and/or defective products.
  - Assembly and/or installation of the *Goods/Plant* and/or of *Components* not carried out in accordance with the instructions provided by the *Producer* and with the best technical standards.
  - Natural disasters, force majeure, accidental causes, actions and/or offenses committed by third parties to the detriment of the *Buyer*.
- 16.11.** Warranty performance is subject to the compliance by the *Customer* with the obligations and charges related to the payment (as regulated *sub* 13.) to the *Seller* of the *Products*



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referred to by the warranty itself: in default, SELE reserves the right to challenge the validity and/or applicability and/or effectiveness of the warranty.

- 16.12. Certain items have cover that is limited in terms of age of the product. This limitation of cover is applicable on normal wear parts including bulbs, batteries, belts, seals, rubbers, guide shoes, ropes. For such and similar components the period described in clause 16.2 is reduced to 6 (six) months.

#### **17. USE OF THE PRODUCT**

- 17.1. Unless otherwise agreed by the *Parties* with a written/ document/communication, the assembly, installation and testing of the *Products* and the components included in the supply shall be performed at the care and expense of the *Customer* who indemnifies SELE from any liability, claim, dispute, opposition and exception arising and resulting from the non-compliance with this provision.
- 17.2. The *Buyer* undertakes to comply with and make the *End Customer* and any third party comply with the strict prohibition to use the *Product* during the entire assembly/installation phase and until the positive outcome of the same and/or of the testing (if necessary and/or required) indemnifying SELE, which, in turn, waives the same, from any inherent, deriving and consequent responsibility for the damages that may occur to the *Product* and/or to the *Buyer* and/or its employees and/or third parties due to the non-compliance with said prohibition.
- 17.3. The *Buyer* undertakes to use the *Product* in proper manner and in compliance with the *Technical Directives* and the *Manual for Assembly, Installation and Use*, indemnifying SELE, which at the same time waives the same, from any responsibility connected to, deriving and resulting from improper use and/or non-compliance with the instructions and therefore holding the *Seller* harmless in relation to any action and/or claim and/or exception and/or demand for damages brought by the *End customer* and/or third parties in connection with the said improper use of the *Product*.

#### **18. TESTING**

- 18.1. Without prejudice to the provisions of the preceding clause 15.4., the *Parties* also specify and agree on the following:
- The application for the approval by the body and/or the entity and/or the Authorising Authority, where necessary, and all related charges, expenses and obligations shall entirely and exclusively fall under the responsibility of the *Customer*.
  - SELE shall have no responsibility if the *Customer* has not specified the technical and descriptive data that are required under the current regulations at the place of destination and installation of the plant.

#### **19. LIMITATION OF LIABILITY.**

- 19.1. Without prejudice to the provisions of the preceding clauses and the statutory and mandatory rules of law, the contractual and non-contractual liability of the *Seller* for damages originating from the sold products is limited to cases of wilful misconduct and gross negligence.

#### **20. TERMINATION CLAUSE**

- 20.1. Pursuant to Article 1456 of the Italian Civil Code, SELE may terminate the *Contract*, without prejudice to any further right and interest, upon the occurrence of the following cases of non-compliance by the *Buyer*:
- Missed, delayed, partial, and/or improper compliance by the *Customer* with the obligation to pay the agreed price, also in relation to a single instalment of the total price.
  - The *Customer* failing to comply with the laws and regulations generally in force in the fields of labour safety, health of workers, occupational hygiene and environmental protection.
  - The *Customer* failing to comply with the laws and regulations generally in force governing the assembly, installation and use of the purchased *Products* and related works.
- 20.2. SELE shall communicate its intention to use the termination clause stipulated herein in writing by registered mail with return receipt sent to the registered office of the *Customer* or through its own P.E.C. (certified email) address, with an email sent to the certified electronic email address of the *Customer* or by any other equivalent method under the law.
- 20.3. Except as provided for in the following clause 21, the termination will occur and take effect on the date of receipt of the said communication.

#### **21. TERMINATION OF THE CONTRACT**

- 21.1. Without prejudice to the immediate termination of the contract referred to in the preceding clause 20 above, each *Party*, before acting for the resolution of the *Contract*, must notify the other *Party* in writing giving them a minimum term of 30 (thirty) days.

#### **22. INTELLECTUAL PROPERTY - USE OF TRADEMARKS AND DENOMINATIONS**

- 22.1. Without prejudice to the provisions of the preceding clauses 2 (u), (v) and 5, the *Parties* agree that intellectual property rights are the sole and exclusive ownership of SELE and their communication and/or use within these *General Terms and Conditions* does not entail any rights and/or claims by the *Customer*.
- 22.2. The *Buyer* expressly undertakes not to commit any act incompatible with the ownership of intellectual property rights of SELE.
- 22.3. The *Buyer* cannot use trademarks, signage, denominations, advertising material of the *Seller* and/or other equivalent and/or connected rights without written consent and/or for purposes other than those authorised and referred to in the contractual relationship.

#### **23. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION**

- 23.1. Without prejudice to the provisions of the foregoing clauses (in particular sub 3.2. and 3.3.), the *Parties* acknowledge that each of them may disclose to the other confidential information about their own business, each *Party* undertaking to:
- Keep such information confidential.
  - Not disclose its contents to third parties.
  - Use such information solely for the contract purposes.
  - Upon written communication by the requesting *Party*, return the received documents (original and copies) on any support (paper, digital, etc.) containing confidential information and not retain any copy of them for their own use or for third parties.

#### **24. PROTECTION OF PERSONAL DATA - UE REGULATION 679/2016.**

- 24.1. All data provided by the *Buyer*, of a personal, tax, banking and financial nature, acquired in connection with the contractual relations between the *Parties*, directly and/or through third parties by SELE, which assumes the role of data processor, shall be processed according to the law and in manual, paper and/or computer and/or digital and/or electronic form, solely for contractual and legal requirements, such as: Performance of the *Contract*, compliance with the obligations laid down by Italian and Community legislation, administrative management of relations with the *Buyer*, possible litigation, as well as to allow the effective management of business relationships and for internal management needs of SELE.
- 24.2. The data referred to in the preceding clause 24.1. may also be processed by a third party to whom a mandate is given for activities related to the *Contract* and to that end the *Buyer* with the approval and subscription of the *Order Confirmation* and therefore of this *Contract*, issues an express authorisation.
- 24.3. The data of the *Buyer* referred to in the preceding clauses 24.1 and 24.2 may be communicated by SELE in Italy and/or abroad to: its network of agents, *factoring companies*, lending institutions, credit recovery companies, credit insurance companies, business information companies, professionals and consultants, companies operating in the transport sector and other related third parties. The *Buyer*, with the subscription of the *Order Confirmation*, and therefore of this *Contract*, issues an express authorisation.
- 24.4. The *Customer* acknowledges that data processing is mandatory by law and is essential for the actual performance of the *Contract*, which cannot happen in case of refusal to provide the data itself.
- 24.5. The *Customer* may exercise all the rights set forth in UE Regulation 679/2016 expressly declaring, with the signing of this Act:
- to know its contents;
  - to have been informed about the purposes, the legal basis, the modalities of the processing of personal data and their conservation, access, communication and transfers;



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- c) that he was also informed about his rights, the methods of their exercise, the owner and the person in charge;
- d) to express their consent to use as indicated in the preceding clauses 23.1., 23.2. and 23.3.

**Z5 LEGAL DOMICILE, APPLICABLE LAW, JURISDICTION AND LANGUAGE**

- 25.1. SELE S.R.L. is legally domiciled at its head office in Castenaso 40055 - (BO) ITALY, Viale XXV Aprile 1945, 63, P.E.C. (certified email): sele@legalmail.it.
- 25.2. The Parties expressly agree that these *General Terms and Conditions, Special Terms and Conditions* and any related and consequent agreement between the same, are governed by the Italian law: They expressly exclude the application of the Vienna Convention (Vienna, 11.04.1980) to this contractual relationship and to any related and consequential agreement.
- 25.3. The Parties agree to attribute exclusively to the Judicial Authority of the Court of Bologna the territorial jurisdiction to decide on any dispute arising between them in relation to and/or arising from and/or in any case related to the contracts referred to in these *General Terms and Conditions*, their validity, effectiveness, application, execution, dispute, interpretation and/or termination, in the absence of a friendly solution to the dispute.
- 25.4. In any case, SELE reserves the right to take action before the court and/or at the place of residence of the Buyer.
- 25.5. In any case, SELE reserves the right to call upon any possible international and/or national body and/or entity responsible for mediation and/or assisted mediation, if they are not mandatory, regarding any disputes between the Parties before initiating any judicial proceedings.
- 25.6. The Parties agree that the governing and prevalent language, in the event of any dispute concerning the interpretation of the text relating to *General Terms and Conditions of International Sale / Supply Agreement*, under *Special Conditions* and any other pertinent and consequent agreements between the Parties and/or their application is the Italian language, also in case of translation of the *Conditions* in any other language.

**Z6 RESOLUTION OF DISPUTES**

- 26.1. In the case of disputes arising from the contractual relationships referred to in these *General Terms and Conditions* and from the *Special terms and Conditions* and connected to and/or consequent from the same, the Parties shall try to resolve them through friendly consultations.
- 26.2. The opening of consultations shall be identified in the first written communication that one of the two Parties shall send to the other containing the reference to the existence of a dispute.
- 26.3. After 60 (sixty) days from the start of consultations, if the dispute has not been resolved, it may ultimately be resolved with a final and independent decision by SELE with the following alternative methods:
  - a) With an arbitration judgment pursuant to the *International Chamber of Commerce Arbitration Regulation* by a single arbitrator appointed in accordance with that regulation: the arbitral award shall be held in Milan (Italy) and shall be held in Italian.
  - b) With a procedure aimed at the arbitrary resolution of the dispute before an international and/or national body/entity appointed for the purpose.
  - c) With legal proceedings as indicated in the preceding clause 25.3.

**Z7 ACKNOWLEDGEMENT AND APPROVAL**

- 27.1. The Parties concurrently declare that they have seen all these and foregoing *International Sale Agreement General Terms and Conditions* (from 1 to 27, all subdivisions included, contained in this document consisting of 8 pages), which can be found and known as per clause 1.8., and in any case at the time of subscribing the *Order Confirmation*, accordingly also declare that they have read, examined and entirely understood them without any doubt, and consequently they have approved them freely accepting their content, meaning, effectiveness, effects and rights, obligations and charges, related and consequent, freely and without any reservation and/or doubt.

(Place)..... (Date).... /... / 201..

Signed by The Customer

Signed by SELE S.R.L.

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**DEROGATING AND UNFAIR CLAUSES**

The Parties, after further and separate examination of the following clauses:

- 3.1. *General Provisions*
- 3.2. *General Provisions*
- 5.1. *Technical data and Descriptive documents*
- 10.8. *Deliveries*
- 10.12. *Deliveries*
- 13.3. *Payments*
- 13.4. *Payments*
- 14.1. *Non-compliance by the Buyer*
- 14.2. *Non-compliance by the Buyer*
- 16.8. *Warranty for faults/defects/discrepancies and complaints*
- 16.9. *Warranty for faults/defects/discrepancies and complaints*
- 19.1. *Limitation of liability*
- 25.3. *Legal Domicile, Applicable law, Jurisdiction and Language*
- 25.4. *Legal Domicile, Applicable law, Jurisdiction and Language*
- 25.5. *Legal Domicile, Applicable law, Jurisdiction and Language*
- 26.3. *Resolution of disputes*

To prove that they have specifically viewed, read, examined and understood the content, meaning, effectiveness, effects and rights, obligations and charges, related and consequent, also pursuant to articles 1229, 1341 and 1342 of the Italian Civil Code, with the following subscription they declare to accept and approve them and therefore accept and approve them further and specifically in writing, in full, freely and without any reservation.

(Place)..... (Date).... /... / 201..

Signed by the Customer

Signed by SELE S.R.L.

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