



BU AUREL AUTOMATION TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (TCS) apply to and form an integral part of all quotations, offers and other agreements, signed either in Italy or abroad, between any Buyer and Aurel S.p.a. (Aurel), unless explicitly agreed otherwise in writing between Aurel and Buyer. These General Sale Conditions or any other particular condition set by Aurel, are accepted by the Buyer, and terms and conditions set by the Buyer (including its General Sale/Purchase Conditions) either before or after issuance of any document by Aurel are explicitly rejected and disregarded by Aurel, and any such document shall be wholly inapplicable to any sale made by Aurel unless explicitly agreed otherwise in writing.

The Buyer irrevocably accepts the following terms and conditions of sale ("TSC") and declares to have read in their entirety and fully understands them.

1. Offer and Order Confirmation

Offers by the Aurel are for evaluation by a potential Buyer only and are not binding on Aurel if not signed by Aurel and Buyer and in any case will be generally followed by an Order Confirmation (Contract). Rendering and the photographs included in the Offers and Order Confirmation are approximate and not binding for Aurel. Aurel reserves its right to accept or reject an order on a case by case basis.

In the event an Offer and Order Confirmation are properly accepted by Aurel, or in any case when the Order Confirmation has been performed, it is hereby understood that it will be regulated by the present TCS. Each sale shall only include what is expressly specified in the Order Confirmation; any additional labour or material shall be invoiced separately. Aurel reserves the right, with prior written approval by the Buyer, to make any changes to the original project for technical reasons and in order to improve overall performance of the goods. These modifications will automatically replace any previous technical specifications.

2. Effectiveness

The Offer and Order Confirmation shall become binding from the time of signing by both parties ("Contract").

The Order Confirmation will take effect, if required, from the grant of permit, by authorities in the Buyer and Aurel's respective Countries. In any event, Aurel may cancel the Contract without either party having the right to claim damages if:

- The Buyer fails to sign the Order Confirmation within one month from the receipt of the signed copy by Aurel; or
- The required permit is not obtained within one month after signing the Order Confirmation.

In the absence of express acceptance within 30 days from the receipt, the most recent Order Confirmation will, in any event, be considered as accepted by the Buyer, at the time of performance of the Offer and Order Confirmation or - in the alternative - in case of:

- Goods delivery and invoicing by Aurel;
- Communication of the opening of stipulated credit by Aurel's Bank specifically mentioning the Offer and/or Order Confirmation.

In the latter case, the acceptance will be considered completed on the day the advising Bank notified the documentary credit.

The executed Offer or Order Confirmation replaces, for all purposes, all previous offers.

3. Pre-defined commercial Terms

Any and all commercial terms used (ex-works, FCA, FOB, CIF, CIP etc) shall refer to the INCOTERMS of the International Chamber of Commerce, as per the text in force when the Contract was concluded.

4. Delivery and Liquidated Damages

The delivery date is expressly specified in the Order Confirmation and Offer.

Unless otherwise agreed, goods's delivery will always be considered as made Free Carrier at factory Aurel's facility (FCA) according to ICC's INCOTERMS in force at the date of the execution of the Order Confirmation.

In any event, it is hereby understood that delivery dates are considered as guidelines and not essential terms, therefore they are not binding on Aurel.

Aurel shall not be held liable to pay compensation of any kind for direct or consequential damages resulting from delayed deliveries. The delivery terms will be considered automatically extended, subject to production capacity considerations, should the Buyer fail to timely fulfil the undertaken contractual obligations, and in any case, when:

- the owing payments or guarantees are not timely made or issued (e.g. in case of delays in sending advance payments, in opening letters of credit, etc.); or
- the delay results from an event of force majeure or other event beyond the reasonable control of Aurel; or
- the Buyer does not promptly supply all relevant data which is required for the execution or does not duly and promptly prepare the facilities and areas where the goods must be installed.

In case of delay by the Buyer in picking up the goods on the stipulated delivery date, Aurel shall be entitled, starting from the second week of delay, to invoice the Buyer for any storage charges incurred in an amount equal to 0,5% of the goods' s total sale price for each week of delay, up to a maximum of 5% of Contract's sale price.

In case of failure by the Buyer to pick up the goods for more than 10 weeks, or, in any event, if the Contract is cancelled by the Buyer for any reason whatsoever, and unless Aurel decides, at its sole discretion, to require performance of the Contract, the Contract will be considered cancelled with the obligation of the Buyer to pay, as liquidated damages, 30% (thirty percent) of the Contract's sale price. Aurel will be entitled to withhold any possible advances paid up to the amount required.

5. Payments

Payment is not considered valid unless made directly to Aurel.

The fixed payments deadlines are considered peremptory.

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Aurel, Aurel shall be entitled to cancel the Contract. Any revision to the payment due dates will automatically extend the delivery terms.

Any payment delay, without any notice of default being required, shall imply:

- a suspension of the supply and/or warranty until regular payments are resumed, it being understood that the original guarantee deadline shall remain unchanged;

The above without any prejudice to Aurel's right to terminate the Contract and request payment of any damages suffered.



Any taxes, duties, stamps and bank bill charges, together with any other charges that may increase the sale price, shall be borne by the Buyer. Any tax exemptions or tax benefits must be notified in writing, by a statement made on the Buyer's own civil and criminal liability within a term of 5 days from receiving the Order Confirmation.

Any claim regarding the processing of the Order Confirmation shall not entitle the Buyer to suspend or delay payments.

The Buyer and Aurel will each pay for their own bank fees and costs.

Where the means of payment or banks chosen by the Buyer should involve particularly high costs for Aurel, Aurel reserves the right to charge the Buyer for any costs exceeding usual market prices as registered by the banks currently used.

6. Retention of Title

The title of the goods shall remain vested in Aurel until the purchase price for the goods has been paid in full and received by Aurel (including any ancillary and spare part).

Therefore, Aurel shall have the right to claim back the goods wherever they are located, and even if joined to or integrated with other machines/assets owned by the Buyer or by third parties.

All risks, dangers and consequences, including the destruction, deterioration and/or damaging of the sold goods, resulting from thefts, fires, accidents, incidents, personal injuries, damages to property or otherwise, will therefore be exclusively borne by the Buyer.

The Buyer hereby undertakes to adopt all necessary measures to safeguard and enforce, to the widest extent possible, within the Country and the place of destination of the goods, the Aurel's right to retention of title.

The Buyer may not in any way transfer title to the goods to which this retention of title clause is applicable.

The Buyer is requested to inform any third parties of this retention of title clause in favour of Aurel and to bear all the necessary costs to ensure that the goods are not subjected to any liens or that they are released from any liens.

7. Aurel's warranty

The goods sold shall be in compliance with applicable regulations and directives of EU relating to CE certification. Except as otherwise agreed in writing in the Order Confirmation, Aurel makes no representation or warranty as to the compliance of goods with the applicable laws, safety regulations and/or technical standard of the Country of installation. The Buyer alone shall be responsible for ensuring such compliance and agree to make no claims against Aurel from indemnity or damages resulting from failure of the goods to comply with such laws or standards.

Aurel warrants each good sold to be free from defects in material, workmanship and assembly (only if installation was carried out by the Aurel's authorized personnel) when used in accordance with technical instruction provided.

The warranty includes repair and/or replacement at Aurel's expense of all structural parts of the machinery and their components that are broken or defective, with the exception of parts subject to normal wear and tear.

The warranty period will be equal to 12 months considering a shift of 8 working hours per day, effective as of the date of shipping; it may not, in any case, exceed 13 months from the date of shipping.

Any claim by the Buyer based on goods' defects shall be notified to the Aurel by fax, certified mail or by email, within ten (10) days after discovery of the defect. If the Buyer does not so timely notify Aurel, Aurel shall not be liable for such defect. The replaced parts remain the property of Aurel.

The Buyer will waive its right to the warranty if, without authorization from Aurel:

- it applies modifications or installs devices and/or spare parts which were not supplied by Aurel;
- it does not make payments within the agreed deadlines;
- the systems and accessories to be implemented by the Buyer are not entirely or only partially implemented in an optimal manner.

The warranty of Aurel do not cover, and Aurel makes no warranty with respect to any defect, failure, deficiency, or error which include, but are not limited to:

- a) Not timely reported to Aurel; or
- b) Due to misapplication, modification, disassembly, abnormal conditions of temperature, dirt or corrosive matter; or
- c) Due to operation, either intentional or otherwise, above rated capacities or inappropriate or erroneous use, misuse, or operation in an otherwise improper manner; or
- d) Due to negligent, poor, improper or incorrect maintenance or use not in accordance with Aurel's directions, or
- e) Caused to failure to follow the directions given in the Operation and Maintenance manuals.

Aurel's sole liability under this warranty shall be limited to either replacing or repairing without charge, at its factory, or elsewhere at its discretion, any equipment or goods not meeting this warranty.

This is without prejudice to Aurel's right to collect the machine or line and reimburse the price pursuant to the following article 8.

8. Aurel's limited liability

Unless a result of gross negligence or wilful misconduct, Aurel's maximum and cumulative liability from any and all claims arising from or pertaining the Contract, including the fulfilment of Aurel's obligations shall in no event exceed 5% of the contract's sale price even in the case of direct damages, regardless of whether the damage is greater than such amount.

Under no circumstance shall Aurel be liable to Buyer or any third party for any downtime or reduced production, loss of business or profit or any other economic loss, or any incidental, indirect, special or consequential damages howsoever caused and whether based in contract, tort, warranty, strict liability, negligence or otherwise and irrespective of whether Aurel was advised or aware that such damages were possible.

Such limitation shall apply both in case of Aurel's breach of contract and/or in case of requested reduction of the sale price or in case of termination for breach of Contract caused by defective goods.

In the event of unresolvable dispute, differences, controversy or claim between the Parties arising out from the Aurel's impossibility to solve an eventual functionality problem in the equipment provided, that is directly imputable to the Aurel's responsibility, gives the Aurel's the absolute right, at its discretion, to take back the supplied goods, forgo due payment and credit the amounts received without any further indemnification obligation to the Buyer.

9. Modifications Made while Preparing the Goods

Any changes requested in writing by the Buyer, while the goods is being prepared, and accepted by Aurel, shall increase the price as well as extend the delivery term.

10. Commissioning

Unless otherwise expressly provided for in the Order Confirmation, the goods duly installed will undergo a commissioning period by Aurel.



The Buyer undertakes to prepare any required material, facilities, equipment and accessories in addition to guarantee the availability of its personnel, as described in the Order Confirmation, and to notify Aurel in writing of the fulfilment of said tasks.

The Aurel reserves its right to change the initial installation and/or commissioning date if the latter cannot be started within the deadlines agreed upon in the Order Confirmation for causes ascribable to the Buyer, the revised date will be agreed with the Buyer.

During the commissioning phase, the Buyer acknowledges that the Aurel retains full rights to apply any improvements to of the goods without this constituting a reason for the Buyer to stop/delay payments.

The goods will be considered successfully accepted, without any further possibility of objection by the Buyer, in case of persistent inertia by the Buyer in facilitating and executing the commissioning - despite express written request made by Aurel.

Upon the completion of commissioning, specific reports will be issued and undersigned by the parties.

If the Buyer refuses, without any justified technical reasons, to sign the commissioning report, despite written request, and there is a continued use/operation of the goods for at least two months after the end of the commissioning period, the goods will be deemed, in any case, positively tested and accepted for all legal and contractual purposes.

11. Software

Buyers who buy products with software inside cannot copy, modify, recompile, use it improperly or for purposes different from those stated for the normal use of the product. If necessary the Buyer must ask for Aurel support. If Third Party's software is embedded in Aurel's software, the latter can guarantee only for its licences. If other Third Party's licenses are needed, the Buyer will provide for those.

12. Know how and Confidentiality

The Buyer knows that each document supplied with products may contain Know-how or confidential information such as, but not limited to, assembly, use, function, possibility or product potential information. Those confidential information and know-how belong exclusively to Aurel and are at Buyer disposal confidentially. The Buyer shall undertake to use those information with the only aim to use the products and not to disclose them to Third Party unless authorized by Aurel in writing. The Buyer is responsible for the improper use of those confidential information by his employees, agents and representative. Any use or disclosure of the above information is a violation of Aurel's industrial secrets.

13. Registered Trademark

The Buyer understands that trademarks and all other distinctive signs, name, commercial name or word used by Aurel for marketing or retail reason, are Aurel's exclusive property. The Buyer cannot register or let Third Party register those signs and names.

14. Intellectual Property

Unless otherwise agreed in writing, the sale and the purchase of the products will not entitle the Buyer of any right, faculty or interest or license for trademarks, even not registered, or any other intellectual property right owned by Aurel. Aurel did not breach and will not breach wittingly and voluntarily models, patents, trademarks or any other intellectual property right belonging to Third Party. Unless being proven of a conscious breach of Third Party intellectual property rights, Aurel will not be responsible for any injury, loss, damage or any other expense of any nature, direct or indirect, the Buyer shall suffer for Aurel's breach of rights stated above. In case of customised products on Buyer's project, the latter will restore losses, damages, costs and expenses suffered by Aurel in consequence of transactions or judicial sentences caused by breaches of trademarks, patents, models and intellectual property rights. In case Aurel is sued for any intellectual property right breach concerning supplied products, Aurel shall terminate the contract and to supply new products at its own unchallengeable discretion and without any notice. In this case Aurel will not incur in any responsibility for losses, damages or expenses suffered by the Buyer. Under these circumstances Aurel will pay back the buyer of all the amount of money given in advance for not delivered products.

15. Force majeure.

Force majeure means any event beyond the reasonable control and that cannot be foreseen and avoided by the affected party, resulting in the non-performance by the affected party of all or part of its contractual obligations. Force majeure includes, but is not limited to, the following: earthquake, hurricane, flood, fire and other natural disasters or epidemic, war, revolution, usurped power, insurrection, and other military or civil disorders, invasions, acts of terrorism, eminent domain, confiscation, embargo or destructions ordered by governmental, civilian or military authorities; prohibitions and acts coming from the State, the Government or public entities,.. If, because of an event of force majeure, one party is not able to fulfil its contractual obligations for a period exceeding 180 days, each party shall have the right to terminate the contract. Nevertheless, if an event of force majeure occurs neither party will be liable for damages, losses and rises in price suffered by the other party because of the delay or the non-performance.

16. Applicable law and Arbitration

These TCS and the related Contract /orders shall be governed by and shall be construed in accordance with the Italian Laws, without giving effect to the conflicts of law rules thereof.

The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 is excluded. Any dispute, difference, controversy or claim between the Parties arising out of, relating to or in connection with this TCS and related Order Confirmations, including any question regarding its existence, validity or termination, that cannot be settled by mutual agreement within the term of 30 days, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, in force at that date.

The tribunal shall consist of three (3) arbitrators to be appointed in accordance with said Rules. The place of the arbitration shall be Munich and the language of the arbitration shall be English. The award shall be final and binding upon the Parties, and for the avoidance of doubt, judgment upon any award may be entered in any court having jurisdiction.



17. Contact information

Under what stated in art. 13 of D.Lgs. 196/03, the Buyer accepts the information treatment of personal data communicated during the pre-contractual and following steps and confirms to know his rights stated in art. 7 of D.Lgs. 196/03

The Buyer hereby expressly agrees to the processing of its personal information and authorizes Aurel to use its name and address as contact information to add to the customer list for technical and commercial promotional activities.

The parties mutually agree that all the provisions herein are the result of a negotiation between them with respect to each clause and acknowledge and agree to be bound by their terms.

Modigliana 03/06/2024

Read, understood, and hereby accepted by:

**Stamp and signature
of Aurel**

**Stamp and signature
of Buyer**

Under articles 1341 and 1342 of Italian civil code, these sections are specifically approved: 1. Offer and Order Confirmation; 2. Effectiveness; 4. Delivery and Liquidated Damages; 5. Payments; 6. Retention of Title; 7. Aurel's warranty; 8. Aurel's limited liability; 10. Commissioning; 11. Software; 12. Know how and Confidentiality; 13. Registered Trademark; 14. Intellectual Property; 16. Applicable law and Arbitration; 17. Contact information / MOG.

**Stamp and signature
of Buyer**