

GENERAL TERMS AND CONDITIONS OF SALE

(APPLICABLE FOR ALL COUNTRIES EXCEPT ITALY AND THE REPUBLIC OF SAN MARINO)

Rev. 04/2026

1. Scope of application

These General Terms and Conditions of Sale govern all supply contracts entered between Boteco S.r.l. Unipersonale (hereinafter 'the Company') and its customers, except for any exceptions expressly agreed in writing. Any special conditions communicated by the customer shall not be valid unless formally accepted by the Company.

2. Prices, delivery and transport

Unless otherwise agreed in writing, all prices are ex works Zanè (VI), with packaging costs charged to the customer. The goods travel at the customer's own risk from the moment of delivery to the carrier, even if shipped freight collect; however, the Company remains liable for any damage due to inadequate packaging or incorrect preparation of the shipment. Any delivery times indicated are purely indicative and non-binding.

3. Complaints and disputes

Any complaints regarding obvious defects must be communicated in writing within 10 (ten) business days of receipt of the goods. If, after an initial acceptance phase, the customer discovers hidden defects not visible upon initial summary inspection, this must be reported within 30 (thirty) days of receipt of the goods. After this timeframe the supply shall be considered accepted for all purposes.

4. Warranty

The products are guaranteed for a period of 12 (twelve) months from the date of delivery against defects in materials or workmanship attributable to the Company and not detectable at the time of acceptance of the goods. The warranty consists, at the Company's discretion, in the free replacement of the defective product or a refund of the price paid. Defects resulting from improper use, incorrect installation, or unauthorised modifications are excluded from the warranty. The Company is not liable for indirect or consequential damages resulting from the use of its products.

5. Disclaimer for delays, early deliveries or postponements

La The Company shall not accept any financial charges, penalties or compensation claims arising from delays, early deliveries or postponements of the goods ordered, regardless of whether such changes in delivery times are directly attributable to the Company or arise from third-party causes, including (by way of example and not limited to) logistical problems, strikes, carrier disruptions, customs delays, adverse weather conditions, force majeure or any other cause beyond the Company's control. Any deviations from the agreed timelines shall in no case give rise to charges or claims for compensation against the Company.

6. Returns and authorisations

Any return of goods must be authorised in advance in writing by the Company's Sales Department. Without such authorisation, the goods will be returned to the sender at the sender's expense. For returns of standard products, the Company may apply a deduction of up to 20% of the value of the supply to cover relocation costs. Transport costs shall be paid by the customer, unless otherwise agreed.

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7. Shipping or ordering errors

In the event of a shipping error attributable to the Company, the goods will be collected and replaced or credited in full, with transport costs paid by the Company.

In the event of an order error on the part of the customer, the Company will assess the possibility of accepting the return of standard products in accordance with the conditions set out in Article 6.

8. Note regarding complaints for unrecognised defects or incorrect choice by the Customer

In the event that the Customer submits a complaint for alleged product defects and such defects are not recognised by the manufacturer because they result from an incorrect choice by the Customer, from an incorrect interpretation of the characteristics indicated in the drawings, technical data sheets or catalogue, or from an incorrect order by the Customer, or from use that does not comply with the stated specifications, the Company shall not be obliged to collect the goods subject to dispute or to proceed with any replacement or refund.

If the disputed product is a standard product in the catalogue, the Company may, at its sole discretion and without any obligation, consider the possibility of collecting the goods for the sole purpose of accommodating the Customer. In this case, the collection value will be determined by the Company and may be subject to a specific offer, it being understood that **it will in no circumstance coincide with the original sale price**. If the item for which an ordering error has occurred is a custom-made/personalised one, the Company will not collect it, as it cannot be sold to other customers.

9. Order cancellations

Cancellations must be communicated in writing and will only be effective after written confirmation from the Company, and only for standard products not yet in production. For custom-made/personalised products, cancellation will not be accepted if the production of the components has already begun; in this case, the goods will be delivered and invoiced as normal.

10. Quantities and tolerances

For custom-made/personalised products, delivery may be subject to a quantity tolerance of -2% / +10% with respect to the order. The dimensional and technical characteristics shown in the catalogues or price lists are purely indicative and not binding. The Company reserves the right to modify, update or discontinue products without prior notice, for technical or commercial reasons. Any errors in the published catalogue do not constitute grounds for complaint about the goods delivered.

11. Payments

The payment terms are those agreed upon and indicated on the invoice. Any unauthorised discounts or rounding will not be recognised. In the event of late payments exceeding 30 days from the due date, interest will be charged in accordance with Legislative Decree 231/2002, in addition to reimbursement of recovery costs. After two consecutive unpaid invoices, any subsequent supplies will only be made upon advance payment.

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12. Minimum billable amount

The minimum billable amount is €150, plus the packaging cost.

13. Bank charges

For payments made by bank transfer, the fees will be split in two. Each party pays its own commission. If the bank also charges the Company for the fees applicable to the customer, the Company will recover the amount in the next invoice, or in the case of advance payment, the quantity of goods shipped will be reduced based on the commissions charged.

14. Invoicing

Invoices will be issued on the same day of the delivery note and a copy in PDF format will be sent via email.

15. Retention of title

The ownership of the goods sold shall only be transferred to the customer upon full payment of the agreed price. Until that time, the customer shall be the custodian of the goods, responsible for their preservation and safekeeping, without any right to compensation.

16. Confidentiality notice regarding technical documents, materials and information exchanged

All drawings, technical specifications, production notes, material samples, certificates, as well as any document or information of a technical, commercial or production nature exchanged between the parties during commercial negotiations or in the execution of the contractual relationship, are to be considered strictly confidential. The Customer undertakes not to disclose, reproduce, communicate to third parties, or use such information for purposes other than those strictly related to the evaluation or execution of the order, unless prior written authorization has been obtained from the Company. This confidentiality obligation shall remain valid even after the conclusion of the commercial relationship, for a reasonable period of time, and in any case for no less than 5 years, unless otherwise agreed in writing between the parties.

17. Applicable law and jurisdiction

The contract is governed by Italian law. The parties undertake to first attempt an amicable resolution or through a recognized mediation body. In the event of failure to reach an agreement, the Court of Vicenza shall have exclusive jurisdiction.