

**GENERAL CONDITIONS OF SALE FOR INTERNATIONAL CUSTOMERS**  
*Excluding customers on the territories of Italy, San Marino, and the Vatican.*  
*version dated 23 September 2021*

**1. Definitions**

**1.1** In these General Conditions the following terms will have the meaning attributed to them below:

- 1.1.1** "**Acceptance of the Offer**": means the moment coinciding with the first to occur in time between the following events: (i) the receipt by Bauer of the Customer's written acceptance of the Offer; or (ii) the initiated execution by Bauer of any activity related to the Offer; or (iii) the delivery, in whole or in part, of the Products by Bauer.
- 1.1.2** "**Bauer**": means the company Bauer S.p.A. (tax code and VAT number 00364150227) with registered office in Via Kufstein 6, 38121 Trento (Italy).
- 1.1.3** "**Customer**": means the recipient of the Offer.
- 1.1.4** "**Conclusion of the Contract**": means the moment in which the Sales Contract between the Parties is concluded in accordance with Clause 3.3.
- 1.1.5** "**General Conditions**": means the general conditions of sale contained in this document.
- 1.1.6** "**Delivery**": means, as the case may be, (i) the delivery of the Products to the shipper or carrier or (ii) the autonomous collection of the Products by the Customer.
- 1.1.7** "**Contract**": means any contract for the sale of Products between Bauer as a seller and the Customer as a buyer, governed, inter alia, by the General Conditions.
- 1.1.8** "**Offer**": means the document sent by Bauer and addressed to the Customer, which constitutes the offer for the sale of the Products.
- 1.1.9** "**Party**": means, as the case may be, Bauer or the Customer.
- 1.1.10** "**Products**": means the products and services sold by Bauer.
- 1.1.11** "**Site**": means the Bauer website <https://www.bauer.it/it/>.

**2. Subject and scope of application**

- 2.1** The General Conditions govern the sale of Products by Bauer - as a seller - to the Customer - as a buyer.
- 2.2** The General Conditions are published on the Site and referred to in the Offer and, by virtue of this, are agreed to be known by the Customer. At any time, through the Site, the Customer may store and reproduce the General Conditions.
- 2.3** Any general conditions of the Customer shall not apply to the relationship between the Customer and Bauer.
- 2.4** Bauer is free to update, supplement or amend the General Conditions, with effect for the Contracts concluded after their publication on the Site.

**3. Finalisation of the Contract**

- 3.1** The Customer will receive an Offer from Bauer which will refer to the General Conditions and shall indicate, inter alia: the Products covered by the Contract; the type and quality of the same; the agreed quantity; the methods and indicative date of Delivery, packaging and any other specific conditions negotiated by the Parties.
- 3.2** The Offer shall constitute the Contract proposal.
- 3.3** The Contract shall be considered concluded as a result of the acceptance of the Offer.
- 3.4** The Offer shall prevail over any other document exchanged between the Parties in relation to the Contract, unless otherwise agreed. In the event of a conflict between the General Conditions and the Offer, the latter shall prevail.

**3.5** Bauer shall evaluate any proposals for variations or amendments by the Customer even after the conclusion of the Contract and shall notify the Customer in writing if it wishes to accept them, it being agreed that, in the absence of written communication of acceptance, the same shall be considered rejected.

#### **4. Prices**

**4.1** The selling prices of the Products are indicated in the Offer and are calculated net of VAT, transport costs, customs, and other costs, unless otherwise agreed between the Parties.

**4.2** Unless otherwise indicated in the Offer, if a price list is in force between the Parties, the prices shall be those indicated in the price list in force at the time of acceptance of the Offer.

**4.3** The price lists are only valid for the reference period, without prejudice to the right of Bauer, at its sole discretion, to adjust the prices or remove some Products from the list even during the period of validity.

#### **5. Payments**

**5.1** Payments from the Customer to Bauer must be made according to the conditions indicated on the invoice.

**5.2** The amounts indicated in the invoice issued by Bauer are payable without any deduction or compensation of any kind, unless otherwise agreed in writing by Bauer.

**5.3** Payments must be made at the address of Bauer's registered office as recorded from the Company Register from time to time.

**5.4** Prices must be paid in the currency indicated on the invoice. Any losses due to the volatility of exchange rates are the sole responsibility of the Customer.

**5.5** In the absence of indications in the Offer and/or in the invoice, payments must be made upon receipt of the invoice, in Euros.

**5.6** If Bauer and the Customer agree on the fact that the Products may be sold and/or invoiced to a third party, the Customer shall not be released from the obligations of the "Customer" in accordance with the General Conditions and shall remain fully responsible to Bauer for the correct and due performance of the Contract.

**5.7** In the event of delayed, non-payment or partial payment by the Customer of any sum due to Bauer, the latter may suspend the performance of any existing Contract with the Customer, without prejudice to any other remedy.

**5.8** In the event of delayed, non-payment or partial payment by the Customer of any sum due to Bauer, default interest shall accrue on all sums due, calculated in accordance with Legislative Decree 231/2001 without the need for formal notice, and all credit shall become immediately due with forfeiture of the benefit of the term.

**5.9** Bauer, without this constituting a waiver or limitation of any right or remedy, shall have the right, at any time, to offset any amount due to it or which will be due to it in the future to the Customer.

#### **6. Delivery**

**6.1** Unless otherwise agreed, the sale of the Products takes place Ex Works (Incoterms 2020) from the registered office of Bauer resulting from the Business Registers or from a different place indicated by Bauer in the Offer.

**6.2** Bauer shall carry out the Delivery compatibly with its production, procurement and shipping needs, using the utmost diligence and professionalism, and making every reasonable effort to comply with the delivery times indicated in the Offer, it being agreed that said times are not binding obligations for Bauer and cannot be interpreted as essential terms.

- 6.3 Delivery shall take place to the carrier and/or shipper chosen by the Customer unless, by the time of acceptance of the Offer, the Customer declares to Bauer that it wishes to proceed in a different manner.
- 6.4 Bauer reserves the right to divide the Products into several deliveries or to combine the Products indicated in different Offers into a single delivery.
- 6.5 Pallets are charged at the price indicated in the Offer. If pallets of the same quality are returned, they shall be reimbursed.
- 6.6 Unless otherwise agreed, Bauer shall be responsible for the packaging and labelling activities; the customs activities shall instead be the responsibility of the customer.

## **7. Ownership reservations and transfer of risks**

- 7.1 The risks deriving from the sale are transferred to the Customer from the moment of Delivery.
- 7.2 Because of this, for the sole purpose of clarity, the Parties acknowledge that, *inter alia*:
  - 7.2.1 Following the Delivery or, in any case, the transfer of risks to the Customer, Bauer shall not be liable for the deterioration of the Products or damage to the same.
  - 7.2.2 The Customer is obliged to pay the full price even in the event of damage or perishing of the Products after the transfer of risks.
  - 7.2.3 In the event of goods damaged during transport, Bauer shall not be liable unless all the following conditions occur cumulatively: (i) according to the General Conditions, the risk is still borne by Bauer; (ii) the transport is carried out by carriers/freight forwarders hired by Bauer; and (iii) the damage has been duly and promptly reported on the transport documents/CMR/IT systems.
- 7.3 The Customer acquires ownership of the Products with full payment of the price.
- 7.4 Any partial payments of the Price shall remain acquired by Bauer by way of indemnity.
- 7.5 Until the moment of transfer of ownership, the Customer must manage the Products for which the Delivery has been carried out with the care and diligence required and suitable for the nature of the Products and the Customer's professionalism.
- 7.6 For the sole purpose of clarity, the Parties acknowledge that, prior to the transfer of ownership, the Customer shall not be able to process or resell the Products or recognise any rights in relation to them to third parties.

## **8. Quality and quantity**

- 8.1 Bauer warrants that the Products shall be free from defects that make them unsuitable for their intended use and shall comply with valid technical data sheets.
- 8.2 Bauer warrants the compliance of the Products with Italian law applicable to them at the time the Contract is finalised.
- 8.3 Bauer assumes no responsibility for the compliance of the Products with the legislation of countries other than Italy.
- 8.4 Bauer shall not be liable for defects known by the Customer at the time of Delivery or for defects that have their cause in a fact subsequent to the transfer of risks to the Customer pursuant to Clause 7.

## **9. Acceptance and disputes**

- 9.1 The acceptance of the Products by the shipper, the carrier or whoever else in charge of the collection by the Customer shall attest to the good condition of the packaging.
- 9.2 Once the Products have reached the destination indicated by the Customer and, in any case, before any use or resale, the Customer shall check their condition, quality and quantity and their compliance with the specifications.

- 9.3** Any complaints from the Customer to Bauer must be communicated in writing, by certified e-mail within three working days from the moment in which the Products have reached the destination indicated by the Customer. In the case of hidden defects only, the three-day term starts from the moment of discovery of the defect provided that this moment is duly proven and documented.
- 9.4** The communication must contain an exact description of the defect and be accompanied by the appropriate documentation to prove it. At Bauer's request, the Customer must also send it a sample of the Products that are considered to be affected by defects, at Bauer's expense.
- 9.5** The Customer shall lose all right to dispute the existence of defects if the Products have been improperly used or stored by the Customer or by third parties on behalf of the latter.

#### **10. Content of the warranty**

- 10.1** Should Bauer receive a dispute pursuant to Clause 9, it shall carry out a verification of the disputed Product.
- 10.2** Should Bauer ascertain the existence of the alleged defects, it shall, at its sole discretion, replace the non-conforming Products or reimburse the Customer in relation to the relative cost (or issue a credit note for the corresponding amount), with consequent exclusion of any further compensation rights or contractual remedies by the Customer. Bauer may make the execution of these remedies subject to the prior return by the Customer, at Bauer's expense, of all Products found to be non-conforming.

#### **11. Force majeure**

- 11.1** Neither Party may be considered in breach of its contractual obligations if the breach is due to force majeure, meaning circumstances beyond their reasonable control (including, for example, natural phenomena, explosions, floods, conditions extreme weather conditions, fires, accidents, wars, terrorism, civil unrest, industrial conflicts or actions, strikes, blockades, pandemics, interrupted supply of raw materials, provisions for import or export or embargoes) provided that the Party facing a cause of force majeure gives prompt written notice to the other Party and does everything necessary to limit its effects.
- 11.2** Any Party whose obligations are suspended in accordance with this clause must resume the performance of its obligations immediately after the termination of the force majeure, giving prompt written notice to the other Party.
- 11.3** The continuation of the cause of force majeure for more than sixty days gives the Party that has not suffered it the right to withdraw from the Contract with immediate effect.

#### **12. Termination and withdrawal**

- 12.1** Each Party must notify the other Party in writing of any breach of the obligations arising under the Contract and must grant the other Party a term to remedy this breach of not less than fifteen days. If the defaulting Party has not remedied the alleged breach within the above-mentioned term, the other Party shall have the right to terminate the Contract pursuant to Article 1454 of the Italian Civil Code.
- 12.2** Notwithstanding the foregoing, Bauer shall have the right to terminate pursuant to Article 1456 of the Italian Civil Code any Contract in case of breach, by the Customer, of the provisions contained in the following clauses: 5 (Payments); 14 (Intellectual property rights); 15 (Confidentiality).
- 12.3** The termination as well as withdrawal shall have immediate effect, even about the Contracts between Bauer and the Customer that are still in force, without prejudice to the right of Bauer to limit their effect only in relation to some Contracts or Offers having a date subsequent to that of the communication of termination/withdrawal.

- 12.4** Without prejudice to the above and except in the case of termination due to default by Bauer, on the effective date of the termination or withdrawal, the Customer must agree in good faith with Bauer to acquire all the Products already manufactured or packaging materials purchased by Bauer in the context of the contractual relationship between the Parties. The Customer must also reimburse Bauer for any profits or losses relating to raw materials purchased or for which it has incurred a cost at the request of the Customer, and which have not yet been used in any Products.
- 12.5** Termination or withdrawal, in whole or in part, shall not affect the validity of the General Conditions. Clauses 14 (Intellectual property rights), 15 (Confidentiality), 17 (Personal data) and 18 (Applicable law and disputes) shall in any case survive the termination of any contractual relationship between the Parties.

### **13. Limitation of liability**

- 13.1** Except for special regulations provided for in the General Conditions, each Party shall be required to compensate the other Party for any damage or loss caused to it because of an intentional or culpable breach of Contract.
- 13.2** Unless this is prohibited by law or there have been fraudulent or wilful declarations, in no circumstances may Bauer be required to pay, as compensation, an amount higher than the total net price of the Products subject to the last Offer for which there was an acceptance of the Offer before sending the compensation request.

### **14. Intellectual property rights**

- 14.1** Bauer shall remain the exclusive owner of all intellectual property rights relating to the Products, including specifications and recipes.
- 14.2** Unless otherwise agreed in writing between the Parties, Bauer shall remain the exclusive owner of all intellectual property rights relating to any Products developed jointly by the Parties.

### **15. Confidentiality**

- 15.1** Each Party undertakes to treat as strictly confidential and not to disclose to third parties any documents or information (including, for example, technical and commercial know-how, specifications, recipes, IPs and processes) made available by the other Party during the negotiations and/or performance of the sales contract, except in cases where such disclosure is required by law or is authorised in writing by the Party that owns the confidential information.

### **16. Miscellaneous provisions**

- 16.1** Should any clause of the General Conditions, or part thereof, be judged invalid, unlawful, or unenforceable by a competent authority, such clause or provision shall be considered not to be part of the Contract while the other clauses and provisions shall remain valid to the maximum extent permitted by law.
- 16.2** The waiver of any provision or condition of the General Conditions shall be effective only if communicated in writing and cannot be interpreted as a waiver of any subsequent breach or waiver of the same provision or condition or as a waiver of any other provision or conditions of these General Conditions. The lack or delay by each of the Parties to exercise any option or right regarding these General Conditions shall not act as a waiver of such option or right, nor the exercise, total or partial, of any right or option may preclude any different exercise or the future enforcement of any other right or option of the General Conditions.

- 16.3** Bauer may assign its contractual obligations and/or any part thereof, delegate its obligations or assign its rights to third parties. The Customer may not assign any of its rights or obligations deriving from the contractual relationship with Bauer to third parties without Bauer's prior written consent.
- 16.4** All rights and remedies provided for the benefit of the Parties, or in favour of one of them, shall be additional and not alternative to any other right and action provided for by law.
- 16.5** The General Conditions together with the Offer and any document to which they refer represent the entire agreement between Bauer and the Customer regarding the subject matter of the Contract and replace any previous agreement, understanding or pact between the same Parties, be it oral or written.
- 16.6** The Parties mutually acknowledge that, in negotiating the Offer, they also had the opportunity to negotiate the provisions of the General Conditions to which the Client may request changes to be submitted for approval by Bauer.

### **17. Personal data**

- 17.1** The Customer declares to have read the information pursuant to articles 13 and 14 of Regulation (EU) 2016/679 (GDPR) available on the Site and by accepting the Offer provides consent to the processing of its personal data for the purposes and according to the methods indicated in the above-mentioned information. The Customer's personal, corporate and tax data, acquired directly or indirectly by Bauer, shall be collected, and processed in hard-copy, computer or telematic format, exclusively to allow the performance of sales contracts. The data acquired by Bauer shall be kept for a period not exceeding that necessary for the purposes for which it was collected and subsequently processed. However, its removal shall be carried out securely. Although not expressly provided for here, reference is made to the above-mentioned information.

### **18. Bauer's Code of Ethics and Organisational Model**

The customer declares that he is aware of Bauer's administrative liability, and in particular of the provisions of Legislative Decree no. 231/2001. The customer undertakes to act in full compliance with Legislative Decree No. 231/01 and any subsequent amendments and supplements thereto, and to carry out its activities in such a way as to avoid the occurrence of unlawful acts relevant to the aforementioned decree. The Customer also declares that he is aware of the contents and principles of the code of ethics and conduct adopted by Bauer and published on the website [www.bauer.it](http://www.bauer.it). The Customer undertakes not to act or behave in such a way as to violate Bauer's Code of Ethics and Conduct and to adopt and implement, where necessary, procedures to prevent such violations. It is expressly understood that in the event of any breach and/or non-compliance with Bauer's Code of Ethics and Conduct and/or any act or omission relevant to Legislative Decree 231/2001 attributable to the conduct of the Customer, Bauer may terminate this agreement pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for any greater damages.

### **19. Applicable law and disputes**

- 19.1** The General Conditions as well as all legal relationships between the Customer and Bauer are governed by the laws of the Italian Republic with the exclusion, for the purpose of identifying the applicable law, of the application of any rule of private international law.
- 19.2** All disputes arising from or in connection with the General Conditions or any legal relationship between the Customer and Bauer that are not amicably resolved and/or negotiated in good faith shall be subject to the exclusive jurisdiction of the Court of Trento, it being agreed that, if the action should be brought by Bauer, the latter shall also have the unquestionable right to appeal to the courts in the place where the Customer's registered office is located.