

CONFIDENTIAL

BONOMI INDUSTRIES SALES TERMS AND CONDITIONS

(MOD.04.000.09-E Rev.23)

1. **Validity:** These terms and conditions rule all existing and future sales contracts between **BONOMI INDUSTRIES** and its customers, except deviations expressly agreed in writing. Customer acceptance of quote or order acknowledgment, implies that sales contract is subject to these terms and conditions. In case of discrepancies between **BONOMI INDUSTRIES** order acknowledgment and customer order, the former prevails over the order, unless customer issues a claim within five working days from dispatch of order acknowledgement from **BONOMI INDUSTRIES**. Electronically generated documents may be unsigned.
2. **BONOMI INDUSTRIES** reserves the following rights:
 - Review quote when this was previously released on theoretical data (i.e. weight of new parts),
 - Amend quote in case raw material cost and/or exchange rate vary from those originally used,
 - Update at any time its Price List giving written notice to customers,
 - Reject orders.

No order can be cancelled by customer without prior written consent from **BONOMI INDUSTRIES**. Returns of goods are accepted only if **BONOMI INDUSTRIES** has previously given its written consent.
3. **Products and document changes:** **BONOMI INDUSTRIES** endeavors to continuously update its products and services to the latest standards, norms and technologies. **BONOMI INDUSTRIES** products are offered in their standard configuration without any customization. Changes may be applied without notice, unless customer has formally received registered drawing (drawing with **BONOMI INDUSTRIES** stamp and date) in which event changes are applied after 30 days' notice. Products co-engineered with customer or custom made products are supplied in compliance to **BONOMI INDUSTRIES** registered drawing supplied to customer. Weights, dimensions, performance, overall features and characteristics, prices and other data in catalogues, fliers, datasheets, forms, newsletters, advertisements, pictures, list prices, or other **BONOMI INDUSTRIES** documents, as well as samples, prototypes or models provided or published by **BONOMI INDUSTRIES**, give approximate data. Such info do not commit **BONOMI INDUSTRIES** except if expressly confirmed in writing in a formal quotation, an order acknowledgement or a specific declaration released by an **BONOMI INDUSTRIES** official.
4. **Delivery:** As specified on quote. Products are sold under condition of retention of title until final payment is received by **BONOMI INDUSTRIES**.
5. **Minimum quantity:** One full carton per line item (details released upon request), unless differently specified in quote. Order quantity is automatically round to next full carton quantity at order entry.
6. **Packaging:** Products are packed bulk in inner boxes, which are put in master cartons laid on wood Euro-pallets or 60cm by 80cm pallets shrink wrapped with polyethylene. Components and some products are packed bulk in cartons. Standard packaging is included in price. Special packaging may be specified in quote. Shipping quantity, in addition to rounding specified in paragraph 5, may vary within plus or minus 10% from acknowledged quantity. Exceptionally, quote may indicate a higher tolerance.
7. **Lead time:** **BONOMI INDUSTRIES** works hard to meet customers' needs. Lead time varies based on product quantity and configuration; hence, it is estimated in quote. Lead time is calculated from receipt of order at **BONOMI INDUSTRIES** and it always refers to a working period. For new products lead time of first production batch may be longer as it may include engineering and construction of tools/equipment. In case engineering and specific tools / equipment are needed, drawing(s)' formal approval by customer and payment of engineering work / tools / equipment are both needed prior to start counting production lead time (the latest event prevails). Dispatch date is not binding and transit time is never included. **BONOMI INDUSTRIES** accepts no responsibility for costs, fees or any penalty whatsoever for late delivery.
8. **Payment terms:** at advise of goods ready by wire transfer, net. For custom products down payment at time of order is required, unless otherwise agreed. After due date, interest shall be automatically charged in compliance with 2000/35/CE Directive; more so, **BONOMI INDUSTRIES** has the right to put a hold on any order and/or shipment until full payment is received, or to cancel such orders, keeping any down-payment as compensation for damages, save any further cost or damage. Bank expenses born outside Italy are for the account of the purchaser. Bank expenses born in Italy are for the account of the seller.
9. **Tools/Equipment:** In case specific tools / equipment is needed, relevant cost is charged to customer. Payment of tools / equipment does not entitle customer to any right for property, design or other. **BONOMI INDUSTRIES** will be responsible for ordinary maintenance of tools / equipment and no further cost to this extent will be charged to customer (unless design change or remake of certain tools are required).
10. **Custom products:** Customer accepts to buy any quantity **BONOMI INDUSTRIES** may have of products and/or components made specifically for the customer.
11. **Warranty:** **BONOMI INDUSTRIES** cares the utmost for the quality and performance of its products and guarantees conformity to the sales contract with its customer. The latter commits to inform **BONOMI INDUSTRIES** immediately, and however no later than eight (8) calendar days (from delivery in case of evident defects or from discovery in case of latent defects) of any non-compliance, sending back upon written authorization from **BONOMI INDUSTRIES**, the defective product along with copy of the box label and detailing the reasons for the claim. In case of malfunctions and/or breaks during operation, comprehensive information about the exact location of the product in the system shall be supplied together with data of the media passing through the product. In such situations, it is also imperative to document status of the product and of the environment surrounding it by means of good quality pictures. **BONOMI INDUSTRIES** reserves the right at its sole discretion to:
 - a) replace product that fail through a defect in material or workmanship, or
 - b) to credit customer relevant price.

BONOMI INDUSTRIES will not accept any other cost related to non-conformity (as an example disassembly, re-assembly costs, return from final user, etc.). Time to reply to non-conformities varies based on nature and extent of claimed non-compliances. **BONOMI INDUSTRIES** warrants its standard products, to be meant as products bearing **Rub** trademark, to be free from defects in material and workmanship for the entire life of the products, as better specified in relevant product datasheet. For any other product including all electrical components, **BONOMI INDUSTRIES** warranty lasts for two years from the date marked on the product and remains limited to defects in material and workmanship. Warranty coverage only applies to products purchased directly from either **BONOMI INDUSTRIES** or its authorized distributors. Use of **BONOMI INDUSTRIES** product with drinking water and gas is confirmed by third party authorities and must respect pressure and temperature limits stated in the relevant technical datasheet. When products are used in heating systems, water quality must meet prescriptions of VDI 2035 directive. If the customer needs information for the use of the products with other than air, common lubricants, or with special configurations or approvals, it should consult the **BONOMI INDUSTRIES** product datasheet or visit the web site www.bonomiindustries.com or contact **BONOMI INDUSTRIES** via email at sales@rubvalves.com. In case of use of the product under certain conditions, for example throttling service, use with particularly viscous or abrasive fluids, high differential pressure, use in environments with chlorine, amine, ammonia, sulphur dioxide, glycol, corrosive environments, including brackish ones or other media known to have scarce compatibility with materials used in products, damages to the product may occur and **BONOMI INDUSTRIES** shall not be liable. Should Customer sell Products without IMO or replace the latter with its own instructions, **BONOMI INDUSTRIES** will not be liable for any defect, claim and/or damage arising out of incorrect installation, maintenance and/or operation. The aforesaid warranty replaces any legal warranty for faults and non-conformities: therefore **BONOMI INDUSTRIES** will not be liable for direct, indirect, consequential damages including loss of profit. Warranty is not valid - no claims will be accepted - in case of uses, installations, assemblies or maintenance which are incorrect and/or do not comply with instructions/specifications shown on product datasheet, IMO **BONOMI INDUSTRIES**, as well as for esthetic defects (including for example and without limitation color, dots, spots, dents, etc.) or for defects due to normal wear or aging of parts which are subject to deterioration through time (seats, balls, handles, O-rings, etc.).
12. **Product liability:** In situations where product liability is ascertained, **BONOMI INDUSTRIES** will stand terms and conditions of its own Product Liability Insurance policy (covering damages caused by fault of **BONOMI INDUSTRIES** as detailed in the Product Liability document - available upon request). In particular, **BONOMI INDUSTRIES** does not accept any responsibility or cost for replacement of product or for recall actions.
13. **Conformity clause:** **BONOMI INDUSTRIES** will not be liable if transfer of goods or funds are prevented by the authorities in compliance with the obligations provided for by export regulations, both national and European, including the Regulation EU 821/2021 (concerning control of exports, transfer, brokering and transit of dual-use items) and subsequent amendments and/or by the customer's national regulations and/or export control regulations of third countries including USA. **BONOMI INDUSTRIES** will not be liable if transfer of goods or funds are prevented by the authorities in compliance with the applicable international economic sanctions. **BONOMI INDUSTRIES** is entitled to provide the authorities with any information required to demonstrate that it is not involved in any illegal operation with purposes contrary to the aforesaid regulations. Customer declares that itself and its affiliates comply with the obligations provided for by export regulations, both national and European, the Regulation EU 821/2021 and subsequent amendments and/or by the customer's national regulations and/or export control regulations of third countries including USA. Customer declares that itself and its affiliates comply with the obligations provided for by all applicable international economic sanctions. Customer shall indemnify and hold **BONOMI INDUSTRIES** fully harmless against any liability arising from the breach of the aforesaid.
14. **Conformity to the norms of the country of destination:** it is responsibility of the customer to verify the conformity of the product to the standing norms of the market it is destined to and to avoid it is marketed when in case of non-conformity. More specifically, in reference to the State of California, USA, it is hereby notified that, according to the California Proposition 65, the contaminated product which is free of warning about the composition and possible health side effects, it is not suited for selling in said state. As such, **BONOMI INDUSTRIES** declines any responsibility to this regard.

BONOMI INDUSTRIES
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15. **Loss parts and components:** For parts and components (custom or standard), no seal or strength test are performed. **BONOMI INDUSTRIES** uses statistical control to monitor quality of its components, hence 100% compliance cannot be guaranteed. If customer requires 100% compliance to drawings of components, additional inspections shall be added in the process and relevant cost will be charged.
 16. **Certificates:** Product certifications, specific sampling or production inspections, material tracking documents, certificates of origin and other document not expressly identified in our offer, may be requested by customer; **BONOMI INDUSTRIES** reserves the right to make these documents available at a charge. Management of documentation regarding technical and quality aspects of products and components is specified in **BONOMI INDUSTRIES** Quality Manual, available for consultation in **BONOMI INDUSTRIES**.
 17. **Major Force:** In no event shall **BONOMI INDUSTRIES** be responsible or liable for any failure or delay in performance of its obligation arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: explosions, floods, fires, storms or earthquakes, epidemics, pandemics, war or threat of war, sabotage, insurrection, shortage of raw materials, refusal or impediment of any authority to issue any license or authorization for import and export, strikes or labor disputes, prohibitions and other events that in any way prevent **BONOMI INDUSTRIES** from purchasing or importing raw materials and / or components or the production, transport or export of the Products. In such cases, Customer will have the possibility to cancel the open orders, if the cause of force majeure continues for a period of more than six months, without any other right to claim any compensations or damages.
 18. **Disputes:** Italian law is applicable to all transactions to which these terms and conditions apply. Disputes shall be solved by the competent Court in Brescia, Italy. **BONOMI INDUSTRIES** reserves the right, at its own discretion, to act before the court having jurisdiction where customer site is.
 19. **Miscellaneous:** Following items are listed in the quote: part number (if product has a SAP code), product description, prices, payment, delivery, lead time, offer validity.
- In case of discrepancy between any term in this document and the quote, the latter shall prevail. Unless otherwise stated, any undated reference to a code or standard shall be interpreted as referring to the latest edition.

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