

1. Definitions and Scope of Application

1.1 These General Terms and Conditions of Sale (hereinafter also “General Terms and Conditions”) apply to all sales contracts concluded between BCF ITALIA S.R.L. (hereinafter “BCF”) and its customers, upon issuance by BCF of an order confirmation regarding purchase orders submitted by the Customer (hereinafter “Order” and “Order Confirmation”).

1.2 Any terms and conditions of purchase or other contractual documents issued by the Customer shall apply only if expressly accepted in writing by BCF; otherwise, they shall be of no effect.

1.3 For the purposes of Articles 29 and 41 of Presidential Decree 633/72, unless otherwise notified in writing by the Customer, the company name, address, tax identification number, and VAT number indicated in the Order and/or in the Order Confirmation are deemed to be up-to-date and valid; this provision exempts BCF from any liability in this regard.

2. Orders, Confirmations, Modifications, and Cancellations

2.1 The Customer shall submit its Orders to BCF via email. Each Order must include at least a reference to the BCF offer and/or the BCF product codes, as well as the quantities requested.

2.2 The sales contract is concluded when the Customer receives the relevant Order Confirmation from BCF. BCF undertakes, to the extent reasonably possible, to issue the Order Confirmation within 3 (three) business days of receiving the Order, provided that this deadline is neither essential nor binding.

2.3 Any requests by the Customer to modify or cancel the Order must be received by BCF in writing no later than 3 (three) business days from the date of the Order Confirmation. Once this deadline has passed, the Order shall be deemed definitively approved in terms of products, quantities, and price and may not be canceled or modified; in such a case, the total amount of the Order will be charged to the Customer.

3. Manufacturing Specifications

3.1 Unless otherwise agreed in writing, the products are manufactured by BCF based on the drawings and technical specifications provided by the Customer.

3.2 Should changes to materials, the manufacturing process—including production at a Group facility to which BCF belongs that is different from the one where production was initially planned—or other product characteristics become necessary for technical or production reasons, BCF will submit a specific modification proposal to the Customer during the quotation phase or, if the Order has already been received, prior to the start of production.

3.3 If the Order has already been confirmed, the Customer’s failure to respond in writing within 5 (five) business days from the date BCF sends the modification proposal shall constitute tacit and full acceptance of said proposal.

4. Technical Standards, Specifications, and Documentation Responsibilities

4.1 The production process is carried out in accordance with BCF’s internal quality, design, and production standards, following the controls set forth in the production plan defined by BCF for each product, unless otherwise specified in the drawings or technical documentation provided by the Customer and explicitly approved by BCF.

4.2 Any additional controls, dimensional tolerances, specific tests, certifications, or different or additional documentation requested by the Customer must be agreed upon in writing at the time of

the Order and may entail additional costs. The requirements must be explicitly indicated in the technical drawings or in another form in the contractual documentation.

4.3 BCF is not liable for any errors, omissions, inaccuracies, or incompleteness in the drawings, technical specifications, or any other documentation provided by the Customer.

Failure to provide the aforementioned information, including information regarding the use of the product manufactured by BCF shall result in the Customer's sole liability in relation to the application and use of said product, with BCF being exempt from any liability for damage to persons or property belonging to the Customer or third parties.

4.4 The components supplied by BCF are manufactured exclusively based on the drawings, technical specifications, and instructions provided by the Customer. BCF assumes no liability, either directly or indirectly, regarding the design of the final product, its suitability for the intended use, its compliance with applicable regulations, or its integration into the target system or facility. The Customer shall bear sole responsibility for verifying the suitability and adequacy of BCF components for the intended application, as well as for ensuring the finished product's compliance with the technical, safety, and environmental regulations in force in the sector of use. The Customer is also required to ensure the proper integration of the supplied components into the intended product or system and to prepare, at its own expense, the necessary instructions for use, maintenance, and safety to be made available to end users. Any validation, testing, or functional verification of the final product remains entirely the responsibility of the Customer.

4.5 BCF assumes no liability for operational defects, malfunctions, or damage resulting from design errors in the final product or the system in which the components are installed; from the use of the components in applications other than those communicated by the Customer or for which they were not designed; from incompatibility with other elements of the system or installation; from failure to comply with environmental conditions, temperature, pressure, or other physical parameters required for proper operation, as well as from modifications, adaptations, or alterations made by the Customer or third parties to the components supplied by BCF without prior written authorization.

4.6. The Customer agrees to indemnify and hold BCF harmless from any claim, demand for compensation, legal action, or cost incurred in connection with design defects, inadequacy of the finished product, or damage caused by the improper or non-compliant use of the components supplied by BCF.

4.7 The Customer warrants that the drawings and technical specifications provided to BCF do not infringe upon any third-party intellectual or industrial property rights and agrees to indemnify and hold BCF harmless from any claim, demand for compensation, or legal action brought by third parties in connection with the use of such documents for the manufacture of the ordered products.

5. Production Equipment and Tools

5.1 For equipment of particular value or complexity, the parties may agree in writing on specific conditions for the management, maintenance, and storage of equipment and tools created for production. Unless otherwise agreed in writing, all equipment manufactured or used by BCF for the production of the Customer's products remains the exclusive property of BCF, even if the Customer has contributed fully or partially to the cost of its manufacture or purchase.

Such financial contribution, where applicable, constitutes a partial or total reimbursement of the expenses incurred by BCF and does not entail any transfer of ownership of the Equipment to the Customer.

5.2 BCF undertakes to store the equipment at its facilities in order to ensure production continuity for any future orders from the Customer.

In any case, BCF assumes no liability for the normal deterioration of the Equipment due to wear and tear resulting from production use, the natural aging of materials, or the lapse of time.

5.3 BCF is not required to store the Equipment beyond a period of 3 (three) years from the date of the last confirmed and fulfilled Order relating to the products for which the Equipment was manufactured. Upon expiration of this period, BCF shall have the right to dispose of or scrap the

Equipment without any obligation to provide prior notice or return it to the Customer, unless otherwise agreed in writing between the parties.

6. Packaging

6.1 Unless otherwise agreed in writing, the products are packaged by BCF in suitable cardboard boxes, the cost of which is included in the sales price.

6.2 Any EUR-type pallets or equivalents, if used, must be returned by the Customer in accordance with applicable regulations and/or the agreements made between the parties at the time of the Order; if not returned, they may be billed to the Customer.

6.3 For goods or products that are large in size or have characteristics that make cardboard packaging unsuitable, BCF reserves the right to use different and more suitable packaging (e.g., wooden crates or other protective materials) to prevent damage during transport. Such special packaging must be agreed upon with the Customer at the time the Order is placed and will be billed separately.

7. Delivery, Terms, and Returns

7.1 The delivery dates indicated by BCF in its offers and/or Order Confirmations are always to be considered indicative and non-binding. They do not constitute essential terms under the law, unless otherwise agreed in writing between the parties.

7.2 BCF shall in no event be liable for any direct or indirect damages arising from delays in delivery or from total or partial cancellations of the supply, without prejudice to mandatory legal obligations.

7.3 The indicative delivery period begins on the date of the Order Confirmation and is considered met upon BCF's notification to the Customer that *"the goods are ready for shipment."*

7.4 No shipping costs for the products—even in the event of a delivery delay—may be charged to BCF in the absence of a specific written agreement between the Customer and BCF.

7.5 Unless otherwise agreed in writing, deliveries are deemed to be made on an FCA basis, in accordance with the Incoterms in effect at the time of delivery, with the risks associated with the products passing to the Customer upon availability at the plant.

7.6 Alternatively, the parties may agree in writing to different Incoterms terms (such as, for example, CPT or DAP), with the allocation of costs and risks in accordance with the applicable Incoterms. Such delivery terms and any transportation costs must be expressly specified in the purchase order and expressly accepted by BCF in the Order Confirmation or in a specific commercial agreement signed by BCF with the Customer.

8. Invoicing, Prices, and Payment Terms

8.1 Unless otherwise agreed in writing, the currency for invoicing and payment is the Euro (EUR). The payment terms and conditions (e.g., 30 days from the invoice date or otherwise) will be indicated in the Order Confirmation or in specific commercial agreements with the Customer.

8.2 Any delays by the Customer in picking up the goods shall not result in an extension of the agreed payment terms, which shall in any case commence from the date indicated in the tax documents or, if specified, from the date the goods are ready.

8.3 Complaints or disputes raised by the Customer, even if timely, do not entitle the Customer to suspend or delay payment of invoices; the Customer's right to set off its own claims is excluded, unless otherwise expressly agreed in writing.

8.4 The sale of the products covered by the Order Confirmation is subject to retention of title pursuant to and for the purposes of Article 1523 et seq. of the Italian Civil Code. The Customer shall acquire ownership of the products only upon full payment of the purchase price, and shall in any case bear all risks of loss or damage from the moment of delivery.

8.5 In the event of non-payment or delayed payment of even a single installment, BCF shall be entitled to immediately demand payment of all amounts still due and/or to terminate the contract, requesting the return of the products covered by the Order Confirmation that are still in the Customer's possession or in the possession of third parties designated by the Customer, including goods processed or transformed under contract manufacturing arrangements, without prejudice to BCF's rights to fair compensation for use and to damages.

8.6 In the event of non-payment or delayed payment, even partial, of the supplies, as well as in the event of exceeding the agreed credit limit or an objective deterioration in the Customer's creditworthiness, the Supplier shall have the right to immediately suspend production and/or shipments, as well as to make the fulfillment of further orders contingent upon advance payment or the provision of suitable guarantees.

8.7 In the event of late payment, default interest shall accrue automatically, without the need for a formal notice of default, calculated at the interest rate applicable under current legislation or, if higher and permitted, at the different rate contractually agreed between the parties, without prejudice to BCF's right to compensation for any greater damages and/or the termination of the contract and/or individual confirmations by simple written notice to the Customer.

9. Complaints, Non-Conformities, and Returns Management

9.1 Any obvious defects, non-conformities, or shortfalls in the quantity of the products supplied must be reported in writing by the Customer to BCF no later than 8 (eight) calendar days from the date of receipt of the goods at the destination. In the absence of a timely report, the products shall be deemed accepted and compliant.

9.2 Any latent defects must be reported in writing within 8 (eight) business days of their discovery, and in any case no later than the warranty period referred to in Article 10 below. After this period, any complaint will be rejected.

9.3 Complaints must be addressed to BCF Customer Service at the contact details indicated in the offer or in the Order Confirmation and must contain at least the following information: description of the defect or non-conformity, illustrative photographs where possible, lot number and/or serial number of the affected items, quantity in dispute, and references to the Order and the invoice.

9.4 Claims are admissible only in relation to products that have not been modified or subjected to further processing by the Customer or third parties, unless otherwise authorized in writing by BCF. The processing of the supplied goods implies acceptance of the processing, transformation, or incorporation of the Products by the Customer or third parties appointed by the Customer, and entails definitive acceptance of the Products themselves, with a waiver of any claim for defects or non-conformities recognizable at the time of delivery or first use.

All claims regarding defects or non-conformities recognizable at the time of delivery or first use must be communicated within 8 business days of the date of receipt of the material.

Once these deadlines have passed, any warranty or liability on the part of the Supplier shall be definitively excluded.

9.5 With regard to products containing welded and/or brazed joints for which the Customer has not expressly requested a pressure test or leak test, BCF shall not be liable for a leakage rate of less than 3% calculated on the total number of brazed and/or welded joints present in the supply pertaining to the delivered batch. If the percentage is less than or equal to this threshold, the claim cannot be accepted in the absence of specific agreements to the contrary.

9.6 The foregoing does not apply in cases where specific agreements have been entered into with the Customer (for example, when an end-of-line test is requested and ordered for every single item in the shipment); in such cases, the explicitly agreed-upon technical and commercial terms shall apply.

9.7 Returns of goods, product replacements, rework, sorting, or other corrective actions shall be carried out exclusively upon prior written authorization from BCF, which may require the Customer to return or make available the disputed products for the necessary inspections.

9.8 Any repairs or rework activities carried out independently by the Customer at its own facilities may be recognized and reimbursed by BCF only if previously authorized in writing and under the economic terms agreed upon by the parties.

9.9 The Customer must await feedback from BCF before proceeding with any rework, disposal, or shipment to third parties of the disputed materials. BCF, at its discretion, may arrange for the replacement, rework at its own expense, or disposal of non-conforming items, once the validity of the complaint has been verified.

9.10 If, following verification, the complaint is found to be unfounded, any costs incurred by BCF (including, by way of example, transportation, inspection, testing, and rework costs) may be charged to the Customer.

9.11 Unless otherwise agreed in writing, automatic set-off between any claims the Customer may have for returns or complaints and the Customer's obligations to BCF for already invoiced deliveries is excluded.

10. Warranty

10.1 The products supplied by BCF, subject to notification in accordance with the terms set forth in Section 9 above, are covered by a statutory warranty within the limits and under the conditions provided for by the European legislation applicable to the contractual relationship, with a standard duration of 12 (twelve) months from the date of shipment of the products, unless otherwise required by mandatory legal provisions or otherwise agreed in writing.

10.2 Under the warranty, once the defect has been verified, BCF may, at its discretion, replace the defective products with equivalent products or issue a credit note to the Customer for an amount up to a maximum of the sales price of the products in question.

10.3 Subject to mandatory legal limitations, further remedies and forms of compensation are expressly excluded, as is any liability of BCF for direct, indirect, or consequential damages, loss of profits, or production downtime suffered by the Customer in connection with the defective products.

10.4 The warranty does not apply to products found to be defective for reasons not attributable to BCF, such as, by way of example: improper use or use not in accordance with technical specifications, absence of or failure to follow the provided technical installation or usage instructions, negligence or incompetence in storage, installation, or maintenance, work performed by personnel not authorized or qualified by BCF, errors in the design or manufacture of the device or system in which the products are installed, damage resulting from transport, handling, or unsuitable environmental conditions, or use of the products not expressly declared and/or communicated by the Customer to BCF.

10.5 Also excluded from the warranty are defects resulting from normal wear and tear, as well as damage caused by incorrect assembly or unauthorized modifications made by the Customer or third parties.

10.6 Any specific compensation or reimbursement related to downtime costs, additional transportation, or other expenses associated with delivery delays or product defects must be agreed upon in advance and approved in writing by BCF.

11. Liability for Damage to Persons or Property

11.1 BCF assumes no liability for direct or indirect damage to persons, animals, or property resulting from the improper installation, use, or maintenance of the equipment or products supplied, as well as from the Customer's failure to comply with the technical specifications and instructions for use, assembly, and safety provided by BCF.

12. Derogations and exceptions to the General Terms and Conditions

12.1 Any deviations, exceptions, or special conditions with respect to these General Terms and Conditions shall be effective only if expressly agreed upon in writing between BCF and the Customer and, in principle, shall be valid only for the specific transaction or order for which they were agreed upon.

13. Intellectual Property, Know-How, and Confidentiality

13.1 Unless otherwise agreed in writing:

- the drawings, designs, technical solutions, know-how, technical documentation, and, in general, any technical or commercial information developed by BCF remain the exclusive property of BCF;
- the drawings, designs, and technical specifications provided by the Customer remain the property of the Customer and are used by BCF solely for the execution of the Order.

13.2 Each party undertakes to treat as strictly confidential all technical, commercial, and other information received from the other party in connection with or during the performance of the contract, not to disclose such information to third parties without the prior written consent of the party that provided it, and not to use it for purposes other than the performance of the contractual relationship.

13.3 The Customer undertakes to keep BCF's price lists, commercial terms, product technical specifications, and production processes confidential, except to the extent necessary for the proper use of the products in its own production or commercial cycle.

14. Protection of Personal Data

14.1 If, within the scope of the commercial relationship, BCF processes personal data of the Customer and/or its representatives, such processing shall be carried out in accordance with the GDPR 2016/679 and, more generally, with applicable data protection legislation.

14.2 The Customer may find the privacy notice containing, among other things, the purposes and legal bases of the processing, the categories of data processed, the retention periods, and the rights granted to data subjects directly on the website www.bcf-italia.com.

14.3 The Customer undertakes to provide its employees and collaborators with the information required by the GDPR 2016/679 to the extent that their personal data is disclosed to BCF in the course of the performance of the contractual relationship.

15. Price and Raw Material Adjustments

15.1 In the event of increases in the cost of the main raw materials and other primary production factors used by BCF for the manufacture of the products (including, but not limited to, copper, silver, or other metals and critical components), BCF shall be entitled to propose an adjustment to the agreed prices, even for Orders that have already been confirmed, by notifying the Customer in writing of the reasons for such adjustment and the extent thereof.

15.2 The parties undertake to renegotiate prices in accordance with fairness and good faith, based on increases in raw materials and other primary production factors. In the absence of an agreement within 15 days of BCF's proposal to increase prices, BCF may refrain from fulfilling future Orders not yet in production or terminate the contract or the relevant Order, without this entitling the Customer to any claims for compensation, without prejudice to the obligation to pay the amounts due for supplies already delivered or in the process of being delivered.

16. Governing Law and Jurisdiction

16.1 These General Terms and Conditions and the sales contracts governed by them are governed by Italian law.

16.2 Any dispute arising from or related to these General Terms and Conditions, their interpretation, performance, or validity, as well as to individual sales contracts, shall be subject to the jurisdiction of the Italian courts and the exclusive jurisdiction of the Court of Udine (Italy).

17. Validity, Updates, and Interpretation

17.1 These General Terms and Conditions supersede and replace any previous version that may have been in use between the parties as of the date of 20th of April 2026 and the current version of the General Terms and Conditions will be included in BCF's Order Confirmations.

17.2 The nullity or invalidity of one or more clauses of these General Terms and Conditions shall not result in the nullity of the entire contract, which shall remain valid and effective for the remaining part. Any clauses that are null or invalid shall be replaced by valid provisions that conform to the original economic intent of the parties, to the extent possible.

17.3 Every Order, in whatever form transmitted to BCF and accepted by BCF with an Order Confirmation, is governed exclusively by these General Terms and Conditions and by any special terms and conditions set forth in a specific commercial agreement signed between BCF and the Customer. No verbal agreements or promises deviating from these General Terms and Conditions shall be recognized.

17.4 These General Terms and Conditions of Sale are drawn up in Italian and English. In the event of any discrepancy between the Italian and English versions, the Italian version shall prevail.