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Dear Sirs,

the General Conditions provided hereafter shall be applicable to all future contracts to be concluded between B METERS and your Company. Any changes have to be made in writing. Please fill in the form where appropriate and return it to B METERS.

General Conditions of Sale

Art. 1 General

- 1.1 These General Conditions are intended to be applied together with the Specific Conditions incorporate in the BMeters purchase order format and/or proforma invoices. In case of contradiction between these General Conditions and any specific conditions agreed upon between the parties, the specific conditions shall prevail.
- 1.2 Any questions relating to this contract which are not settled by the provisions contained in the contract itself (i.e. these General Conditions and any specific conditions agreed upon by the parties) shall be governed:
 - A. by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and
 - B. to the extent that such questions are not covered by CISG and that no applicable law has been agreed upon, by reference to the law of the country where the Seller has its place of business.
- 1.4 No modification of the contract is valid unless agreed or evidenced in writing.
- 1.5 Any limitation to remedies in case of breach of contract shall be ineffective in cases of fraud or gross negligence of the breaching party.

Art. 2 Characteristics of the goods

- 2.1 It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of the Seller, shall not take effect as terms of the contract unless expressly referred to in the contract.
- 2.2 Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc. which may have been made available to it. The Seller also remains the exclusive owner of any intellectual or industrial property rights relating to the goods.
- 2.3 If express reference is made in the contract of sale to technical, safety, quality or other regulations and documents clearly designated in the contract, even if not attached to the contract, both parties shall be deemed to have knowledge of these. The Seller shall bear the costs related to, and obtain the necessary permission, permits or licenses in good time required for carrying out of the agreement and for complying with the conditions stipulated therein.

Art. 3 Inspection of the goods before shipment

If the parties have agreed that the Buyer is entitled to inspect the goods before shipment, the Seller must notify the Buyer within a reasonable time before the shipment that the goods are ready for inspection at the agreed place.

Art. 4 Price

- 4.1 The price stated in the Proforma Invoice includes exclusively the items and costs expressly specified therein and borne by the Seller in accordance with the Contract. Any expenses or charges incurred by the Seller which, pursuant to the terms of the Contract, are to be borne by the Buyer (including, but not limited to, transportation or insurance costs under FCA, EXW, FAS, or FOB terms), shall not be deemed to be included in the price indicated in the Proforma Invoice.
- 4.2 Unless otherwise agreed in writing, the price does not include indirect taxes (VAT, sales tax, excise duties, ...) and is not subject to price adjustment.

Art. 5 Payment conditions

- 5.1 Unless otherwise agreed in writing, payment of the price and of any other sums due by the Buyer to the Seller shall be made on open account and time of payment shall be as stated on the proforma invoice. The amounts due shall be transferred, unless otherwise agreed, by telegraphic transfer or remittance to the Seller's bank in the Seller's country for the account of the Seller and the Buyer shall be deemed to have performed its payment obligations when the respective sums due have been received by the Seller's bank in immediately available funds.
- 5.2 If the parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment, unless otherwise agreed, refers to the full price, and that the advance payment must be received by the Seller's bank in immediately available funds. If advance payment has been agreed only for a part of the contract price, the payment conditions of the remaining amount will be determined according to the rules set forth in this article.
- 5.3 If the parties have agreed on payment by documentary credit, then, unless otherwise agreed, the Buyer must arrange for a documentary credit in favour of the Seller to be issued by a reputable bank, subject to the Uniform Customs and Practice for Documentary Credits (UCP 600) published by the International Chamber of Commerce, and to be notified at least 30 days before the agreed date of shipment or at least 30 days before the earliest date within the agreed shipment period. Unless otherwise agreed, the documentary credit shall be payable at sight and allow transshipments but no partial deliveries.

Art. 6 Interest in case of delayed payment

- 6.1 If a party does not pay a sum of money when it falls due the other party is entitled to interest upon that sum from the time when payment is due to the time of payment.
- 6.2 Unless otherwise agreed, the rate of interest shall be the highest one calculated according to the applicable laws.

Art. 7 Contractual term of delivery

Unless otherwise agreed, delivery shall be FCA Seller's premises (Incoterms ® 2020 Rules).

Art. 8 Documents

Unless otherwise agreed, the Seller must provide the documents (if any) indicated in the applicable Incoterms® rule or, if no Incoterms® rule is applicable, according to any previous course of dealing.

Art. 9 Delivery dates

9.1 All delivery dates indicated in any document issued by B METERS (for instance: purchase order format and/or proforma invoices) are not binding and indicative only.

Art. 10 Non-conformity of the goods

10.1 The Buyer shall examine the goods as soon as possible after their arrival at the place of business of the Buyer or any other agreed place of examination and shall notify the Seller in writing of any lack of conformity, specifying the nature of the lack of conformity of the goods within eight days from the date when the Buyer discovers or ought to have discovered the lack of conformity. In any case the Buyer shall have no remedy for lack of conformity if it fails to notify the Seller thereof within 2 (two) years from the date of arrival of the goods at the place of business of the Buyer or the otherwise agreed place of examination, if any.

10.2 Goods will be deemed to conform to the contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the parties.

10.3 Where goods are non-conforming, the Seller shall at its option and provided it can do so without unreasonable delay and without causing the buyer unreasonable inconvenience:

- (a) replace the goods with conforming goods, without any additional expense to the Buyer, or
- (b) repair the goods, without any additional expense to the Buyer.

10.4 If the Seller has failed or refused to properly perform its duties under article 10.3 within a reasonable period and provided the parties have not agreed on a price reduction, the Buyer may resort to the remedies provided for by the CISG having regard to the terms laid down in this contract. As to the damages suffered by the Buyer the maximum amount is limited the contractually agreed price of the non-conforming goods. The Seller's responsibility does not include any indirect damages, including any loss of profit.

10.5 Unless otherwise agreed in writing, the remedies under this article 10 exclude any other remedy for non-conformity and breach of contract.

10.6 Unless otherwise agreed in writing, no action for lack of conformity can be taken by the Buyer, whether before judicial or arbitral tribunals, after three months from the date of arrival of the goods at the place of examination. It is expressly agreed that after the expiry of such term, the Buyer will not plead non-conformity of the goods, or make a counter-claim thereon, in defence to any action taken by the Seller against the Buyer for non-performance of this contract.

10.7 All remedies listed within the previous paragraphs are bound based to appropriate storage, installation, functioning and maintenance, of the products in compliance with what listed within the B METERS instructions for use available for download from the web site www.bmeters.com

Therefore the available remedies, provided for in the previous paragraphs, are not valid in the cases of installation not complying with the rules listed in the use and maintenance leaflets, negligence, lack of skill or use different than the one the product has been engineered and/or dimensioned for by B METERS, modifications and/or tampering with the product, use of non original spare parts or spare parts installed by personnel not authorized by B METERS Srl, use with liquids different than potable water or with severely polluted water, damages occurred during transportation.

The Buyer shall reimburse all costs, no one excluded, related to claims issued outside the provisions of par 10.1 to 10.7.

(a) Special notes for B METERS products with internal battery:

All products must be stored and must be able to work in optimal operating temperatures reported in manuals and datasheets. Exposure to temperatures above or below those indicated in catalogs or data sheets will void any right to warranty claims.

Battery life indicated in catalogs or data sheets is purely indicative and the result of theoretical calculations therefore they may not form the basis for any warranty claim and/or any lack of conformity.

All forecasts about battery life duration are calculated since the shipment from the B METERS facilities.

(b) Special notes for B METERS products using wireless data transmission systems:

The maximum transmission distances indicated in catalogs or data sheets are detected in open spaces without any electromagnetic disturbances; the use of such devices inside concrete and/or metal structures or underwater immersion can disturb or completely stop data reception.

(c) Special notes for B METERS products with IP68 protection:

All products listed as IP68 have limitations on depth and dive times. Check the relevant technical data sheets and product manuals.

(d) Special notes for B METERS software products:

All software distributed by B METERS are intended for professional use by trained technical personnel, for this purpose B METERS provides dedicated training courses; for any information write to info@bmeters.com or refer to your dealer.

The abovementioned softwares is compatible with the B METERS products indicated in the software manual, compatibility with other products not indicated in the manual is not guaranteed.

Improper use of the software may cause product malfunction and damage (eg early battery discharge, incorrect counts). May occur the presence of bugs/errors in the functioning of the software; in the presence of recognized problems, updates will be issued for the software in which the support period is still active.

B METERS does not produce billing software; distributed software is created for configuring devices and reading transmitted data.

B METERS is not responsible for any costs and/or damages whatsoever resulting from software malfunctions or improper use and incorrect installation.

Data backup activity is Buyer's full responsibility.

Art. 11 Cooperation between the parties

- 11.1 The Buyer shall promptly inform the Seller of any claim made against the Buyer by its customers or third parties concerning the goods delivered or industrial or intellectual property rights related thereto.
- 11.2 The Seller will promptly inform the Buyer of any claim which may involve the product liability of the Buyer.

Art. 12 Force majeure

- 12.1 A party is not liable for a failure to perform any of its obligations in so far as it proves
- (a) that the failure was due to an impediment beyond its control, and
 - (b) that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the conclusion of the contract, and
 - (c) that it could not reasonably have avoided or overcome the impediment or its effects.
- 12.2 A party seeking relief shall, as soon as practicable after the impediment and its effects upon that party's ability to perform become known to it, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases. Failure to give either notice makes the party thus failing liable in damages for loss which otherwise could have been avoided.
- 12.3 If the grounds of relief subsist for more than six (6) months, either party shall be entitled to declare the contract to be avoided without notice.

Art. 13 Force majeure

In case of disputes, the Court of Udine (Italy) shall have exclusive jurisdiction.