

General Terms and Conditions for Sales

The document specifies the general terms and conditions related to the products and services sold by Bright Solutions. The following conditions apply to all the quotations and proposals issued in written forms by mails, e-mails and other communication methods, unless dedicated conditions are discussed and agreed.

Verbal quotations and proposals do not have binding value unless they have been confirmed in written form.

1. Binding conditions

Any order placed with us shall be governed exclusively by the terms and conditions set forth below ("Terms and Conditions for Sale"). No deviations from said Terms and Conditions for Sale will be valid and binding, unless the same are expressly confirmed by us in writing.

Bright Solutions does not recognise Purchaser terms and conditions that are contrary to or deviate from our General Terms and Conditions for Sale, unless we have explicitly agreed to the validity hereof in writing.

Unless expressly indicated otherwise, all offers made by us shall be non-binding. We shall accept orders only in writing form either by receiving formal PO according to Purchaser's template or by receiving a signed copy of one of our formal quotations.

Bright Solutions confirms the orders sending specific order confirmations confirming the nature of goods, the estimated delivery time and the prices.

The information stated in the offer and in our order confirmation shall always be appropriate to the nature of the goods.

2. Export Regulations / Transfer of risks (EXW)

The risk related to the goods shall pass to the Purchaser at the moment the goods are dispatched from our premises (EXW) through the carrier designated by the Purchaser.

Where the Purchaser chooses to collect the goods himself, the risk will pass when the goods are entrusted to him.

Irrespective of whether the Purchaser indicates the final destination for the products supplied, the Purchaser shall be obliged, on its own responsibility, to obtain any license or permit which may be necessary from the relevant foreign trade authority responsible prior to exporting such products. We have no duty to provide information.

Furthermore, the Purchaser is not permitted to deliver products to natural or legal persons that are in any way connected with the support, development, production or use of chemical, biological or nuclear weapons of mass destruction. The Purchaser is made aware that certain products are not intended for use in nuclear plants, medical, life-saving or life-sustaining systems, and agrees to bear the risk of such unintended use.

3. Extension of Time

If any modifications or changes, which are affecting the scheduled production time, will be agreed between the parties after conclusion of the contract, then the agreed times for performance of our obligations shall be reasonably extended. Such times shall also be reasonably extended, if any delays occur due to industrial action or due to any unforeseeable hindrances beyond our reasonable control. In case of e.g. epidemics, international crisis events, unavailability or materials due to political decisions the agreed times shall be reasonably extended unless the contract itself needs to be terminated on account of impossibility of performance.

Compensation claims on the part of the Purchaser on account of delay in performance shall be excluded in all cases, unless the delay is due to willful intent or gross negligence on our part.

4. Payment Terms

All deliveries and services shall be invoiced at our prices valid on the date of conclusion of the contract. All our prices are quoted ex warehouse (EXW). Packaging and shipping costs plus statutory VAT as well as import sales taxes and customs duties shall be added to the invoice. We reserve the right to increase customer prices in the event our prices rise after the conclusion of a contract, including in the event of wage settlements, increase in our suppliers' prices or currency exchange rate fluctuations. We will evidence this to the Purchaser upon request and Purchaser's further legal rights remain unaffected.

In the event of delays in payment on the part of the Purchaser, we are entitled to charge interest on outstanding payments of at least five per cent above the respective base interest rate. If the Purchaser defaults on payment, all claims we have against the Purchaser shall become due and payable immediately. We are entitled to request payment for deliveries in advance for the first orders coming by a new Purchaser or in case of payment issues occurred in previous cases.

5. Retention of Title

The delivered goods remain the property of Bright Solutions S.r.l. until payment in full of any sums owed is correctly received.

The purchaser (hereinafter „the Purchaser“) may not resell the goods subject to said retention of title (hereinafter „the Reserved Goods“), unless he has obtained our expressly written consent to do so. The parties hereby agree that any claims arising to the Purchaser out of the resale of the Reserved Goods shall be assigned to us with effect of the date hereof as a collateral for our claim in the amount of the invoice value of the Reserved Goods resold. The Purchaser agrees to give notice of said assignment to his debtor, if requested by us to do so. The Purchaser shall not pledge, mortgage or assign the Reserved Goods by way of security, unless and to the extent that we are still the owner of such goods. The Purchaser has to give immediate notice to us, if he sustains any attachment, seizure, levy, arrest, confiscation or other order by third parties that affect our rights in the Reserved Goods. The Purchaser bears any expenses incurred to defend such attachment, seizure, levy arrest, confiscation or other order by third parties.

6. Performance Specifications

The contract of the sale is based upon the specifications of goods or services contained in our quotation and additional documents (e.g. testsheets, technical specifications).

7. Default of Acceptance

If the Purchaser is in default of acceptance or if he cancels his order in whole or in part then we may in our discretion either claim performance of contract or claim damages for non-performance in an amount of at least thirty percent (30%) of the order value. Furthermore, we reserve the right to enforce higher damages, particularly in the case that the non-performance causes damages to us in excess of the aforementioned amount.

8. Warranty

The Purchaser is obliged to examine our goods and/or our services immediately after receipt and give notice of any defect or missing goods or the absence of guaranteed characteristics without delay. Missing goods or parts will not be replaced without immediate notice. The Purchaser will inform us immediately in writing upon a defect is becoming apparent.

We guarantee that the systems supplied by us meet the contractual specifications in terms of design, material, workmanship and represented characteristics. To the extent that we have agreed to provide additional services besides the delivery, we guarantee the performance of such services in accordance with the contract and without any defects (hereinafter „the Warranty“). In the case that our delivery or service shows any defects or fails to have all of the guaranteed characteristics and therefore does not meet the Warranty, then we are at our option obligated and entitled to rectify the defects or replace the defective parts at no cost or, as the case may be, to correct the defective service. Any replaced parts become our property.

No warranty claim shall arise, if the use of our delivery or service is affected by other circumstances. This applies particularly in the case of wear and tear, chemical and mechanical impacts and for the consequences of an improper installation/commissioning performed by the Purchaser or an improper operation of the delivered goods. Any warranty obligation terminates, if the Purchaser or any third party makes any alterations, changes, modifications to, or repairs of the equipment. After commissioning of the delivered items without any objections, any agreed process characteristics of the delivered items are no longer subject of the Warranty. If the commissioning has not been performed within the Warranty Period (as hereinafter defined), then our obligations under the Warranty terminate at the time of the expiry of the Warranty Period.

Necessary expenses and travel costs incurred by our staff are not covered by the Warranty.

9. Intellectual Property (IP) Transfer

The Intellectual Property related to the goods and / or to the services quoted and sold by Bright Solutions remain of exclusive property of Bright Solutions. No IP transfer and know-how transfer is object, even partially, of any product, service, project provided by Bright Solutions.

10. Applicable Law, Place of Performance, Jurisdiction

This contract is governed by and shall be construed in accordance with the laws of Italy.

The competent law courts of the place where Bright Solutions has his registered office shall have exclusive jurisdiction in any action arising out of or in connection with the present General Terms and Conditions for Sales.

2024, January 16th.

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