

## Preamble

These Terms and Conditions of Sale exclusively govern Business-to-Business (B2B) sales contracts for products and services entered into between **FLODRAULIC MOTION SYSTEMS S.r.l.** and its Customers, including through the Website, in accordance with the methods and terms set out below.

These Terms and Conditions of Sale are divided into **Sections 1 and 2**, respectively dedicated to offline or traditional sales between **FLODRAULIC MOTION SYSTEMS S.r.l.** and Customers, and online sales through the Website, and **Section 3**, relating to the common provisions applicable to both types of sale.

The updated Terms and Conditions of Sale are published on the Website [www.flodraulicmotionsystems.com](http://www.flodraulicmotionsystems.com) and may be viewed and downloaded by the Customer.

## Definitions

**“FLODRAULIC MOTION SYSTEMS”**: FLODRAULIC MOTION SYSTEMS S.r.l. a Socio Unico, with registered office in Borgonuovo di Sasso Marconi (BO), Via Cartiera no. 154, Tax Code 01698441209 and VAT no. 01698441209; certified email (PEC): [flodraulic.ms@legalmail.it](mailto:flodraulic.ms@legalmail.it) (hereinafter: FLODRAULIC MOTION SYSTEMS);

**“Customer”**: a legal entity that, for its own business or professional purposes, purchases the Products/Services from FLODRAULIC MOTION SYSTEMS;

**“Parties”**: FLODRAULIC MOTION SYSTEMS and the Customer, when referred to jointly;

**“Offer”**: commercial offer for the Products issued by FLODRAULIC MOTION SYSTEMS and addressed to the Customer;

**“Order”**: purchase order for the Products issued by the Customer and addressed to FLODRAULIC MOTION SYSTEMS; in the case of online sales, through the order procedure indicated on the Website;

**“Order Confirmation”**: written confirmation of the Order issued by FLODRAULIC MOTION SYSTEMS and addressed to the Customer; in the case of online sales, the email sent by FLODRAULIC MOTION SYSTEMS to the email account provided by the Customer, containing confirmation of receipt of the Order;

**“Contract”**: depending on whether the sale is offline or online, respectively (i) the agreement resulting from the Order Confirmation of FLODRAULIC MOTION SYSTEMS, any special conditions contained in the Offer, any framework agreement signed between the Parties, these Terms and Conditions and, only for compatible detailed data, the Customer’s order or request; or (ii) the contract concluded through the online purchase procedure governed by Section 2;

**“Products”**: the Products advertised and marketed by FLODRAULIC MOTION SYSTEMS directly and/or through the Website;

**“Services”**: any ancillary service offered by FLODRAULIC MOTION SYSTEMS to the Customer in relation to the sale of the Products;

“**Website**”: the website [www.flodraulicmotionsystems.com](http://www.flodraulicmotionsystems.com), exclusively owned by FLODRAULIC MOTION SYSTEMS;

“**Online Shop**”: the FLODRAULIC MOTION SYSTEMS e-commerce website available at [www.shop.flodraulicmotionsystems.com](http://www.shop.flodraulicmotionsystems.com) through which the Customer may make purchases.

## Section 1 – General Terms and Conditions of Offline or Traditional Sale

### 1. Scope of application

**1.1** Section 1 of these Terms and Conditions of Sale is dedicated to the general terms and conditions of offline or traditional sale (hereinafter: the “Terms”), which exclusively govern all B2B sales contracts for Products and Services entered into between FLODRAULIC MOTION SYSTEMS and Customers, unless otherwise agreed in writing between the Parties.

**1.2** Any amendment or modification to these Terms shall not be effective between the Parties unless previously approved in writing by FLODRAULIC MOTION SYSTEMS.

**1.3** FLODRAULIC MOTION SYSTEMS reserves the right to amend the content of these Terms at any time and without prior notice.

**1.4** In the event of any discrepancy between these Terms and any special conditions expressly agreed in writing between FLODRAULIC MOTION SYSTEMS and the Customer, the latter shall prevail.

**1.5** The Customer acknowledges and accepts that any contractual terms and/or general or special conditions prepared by it shall not apply to the contractual and commercial relations with FLODRAULIC MOTION SYSTEMS, even if such terms are referred to or attached to orders, supplier portals, vendor onboarding documents, specifications, quality manuals, technical specifications or other communications exchanged between the Parties.

### 2. Conclusion of the contract

**2.1** The Offer constitutes a quotation or commercial proposal sent by FLODRAULIC MOTION SYSTEMS to the Customer and contains the specific technical and economic terms of the potential supply.

**2.2** Unless otherwise expressly stated in writing, the Offer shall be valid only for the period indicated therein and shall not be binding on FLODRAULIC MOTION SYSTEMS until the issuance of the Order Confirmation.

**2.3** These General Terms and Conditions apply to the Offer, every order or request of the Customer, and every Order Confirmation; where a framework agreement has been signed between the Parties, these Terms shall be deemed already known and accepted by the Customer for the entire duration of the relationship, within the limits provided therein.

**2.4** The Order constitutes the Customer’s purchase request/proposal and must be sent in writing, dated and signed by an authorized person. Any Customer conditions (including general purchasing

conditions), reservations or deviations from the Offer and/or these General Terms and Conditions of Sale shall not be deemed accepted and shall be treated as a counter-offer by the Customer.

**2.5** These General Terms and Conditions form an integral and substantial part of each individual contract concluded with the Customer.

**2.6** When preparing the order or request, the Customer shall indicate, where relevant, its details, the name of the person authorized for collection or delivery, bank details and the tax data necessary for the issuance of accounting documents.

**2.7** Receipt of the Customer's order or request shall not, in itself, constitute acceptance by FLODRAULIC MOTION SYSTEMS, nor shall it create any supply obligations in the absence of a written Order Confirmation. Any performance of the supply, delivery, issuance of delivery note/invoice or collection of payment may not be interpreted as acceptance of the Customer's conditions.

**2.8** The Contract between FLODRAULIC MOTION SYSTEMS and the Customer shall be concluded exclusively upon sending the written Order Confirmation by FLODRAULIC MOTION SYSTEMS to the Customer, or upon other written acceptance by FLODRAULIC MOTION SYSTEMS. Any reference or attachment, in the Order or in other Customer documents, to terms and conditions that differ from or are additional to these terms (including general purchasing conditions) shall be expressly rejected, unless specifically accepted in writing by FLODRAULIC MOTION SYSTEMS.

**2.9** The Order Confirmation constitutes acceptance of the Order (to the extent it complies with the Offer and these General Terms and Conditions of Sale) and determines the conclusion of the Contract, confirming its terms.

### **3. Documentation relating to the Products**

**3.1** Any information relating to the Products (for example, information on use/application, technical data, drawings, illustrations contained in catalogues, advertisements or on the company website) and the related documentation, made available in any form whatsoever, shall not be binding on FLODRAULIC MOTION SYSTEMS unless expressly referred to as such in the Offer and in the Order Confirmation.

**3.2** The Customer expressly undertakes not to use, for purposes other than those provided for in the supply Contract, the information and documentation relating to the Products, which remain the property of FLODRAULIC MOTION SYSTEMS and which the Customer may neither deliver to third parties nor reproduce without written authorization from FLODRAULIC MOTION SYSTEMS.

**3.3** FLODRAULIC MOTION SYSTEMS may modify the Products at any time as deemed necessary and appropriate, informing the Customer of such modifications.

### **4. Prices and terms of payment**

**4.1** The purchase prices are those indicated in the Offer and in the Order Confirmation issued by FLODRAULIC MOTION SYSTEMS.

**4.2** Unless otherwise agreed in writing between the Parties, all prices shall be understood as **Ex Works FLODRAULIC MOTION SYSTEMS warehouse (EXW Incoterms latest edition)**.

**4.3** Unless otherwise agreed in writing between the Parties, payments must be made by the Customer within the terms and in the manner provided for in the Offer and in the Order Confirmation issued by FLODRAULIC MOTION SYSTEMS.

**4.4** In case of delay, the Customer shall be required to pay default interest, which shall accrue automatically and without the need for formal notice, at the rate provided by Italian Legislative Decree no. 231/2002, as amended, in addition to any bank charges incurred, without prejudice in any case to the right of FLODRAULIC MOTION SYSTEMS to claim compensation for greater damage suffered and termination of the contract pursuant to Article 7.1 below.

**4.5** Any disputes arising between the Parties shall not relieve the Customer from the obligation to comply with the payment terms and conditions indicated in the Offer, in the Order and set out in the Order Confirmation.

**4.6** FLODRAULIC MOTION SYSTEMS shall not accept orders for amounts lower than **Euro 155.00 net**.

**4.7** FLODRAULIC MOTION SYSTEMS reserves the right, by notifying the Customer one month before delivery, to vary the price of the Products in consideration of any increase in costs due to any factor beyond the control of FLODRAULIC MOTION SYSTEMS, including, by way of example and without limitation: fluctuations in foreign exchange rates, currency regulations, amendments to customs duties, significant increases in the cost of materials, raw materials or labour, or any change in suppliers' delivery terms.

## **5. Delivery terms**

**5.1** Unless otherwise agreed in writing between the Parties, delivery times shall run from the date of issuance of the Order Confirmation. Where the Customer is required to pay part of the price as an advance, delivery times shall run from the date of such payment.

**5.2** Delivery times shall automatically be extended in the following cases:

- a)** where the Customer fails to provide in due time the data or materials necessary for the supply, or requests variations during performance, or delays in responding to requests for approval of drawings or executive schemes;
- b)** where causes beyond the control of FLODRAULIC MOTION SYSTEMS, including delays by subcontractors, prevent or make delivery within the agreed terms excessively burdensome;
- c)** where force majeure events occur, such as, by way of example, strikes, currency crises, earthquakes, fires, floods, war, embargoes, military mobilizations, riots, breakdown of essential machinery or equipment, and in general events beyond the reasonable control of FLODRAULIC MOTION SYSTEMS.

FLODRAULIC MOTION SYSTEMS shall in no event be held liable for failure or delay in delivery of the Products due to force majeure events that prevent or make delivery of the Products within the agreed

terms excessively burdensome. The Customer may neither submit claims against FLODRAULIC MOTION SYSTEMS nor seek damages.

**5.3** If the Customer is not up to date with payments relating to other supplies, the running of delivery times shall be suspended and FLODRAULIC MOTION SYSTEMS may delay deliveries until the Customer has paid all sums due; in extreme cases, FLODRAULIC MOTION SYSTEMS may cancel the Contract.

**5.4** If the Customer, once the goods are ready, fails to accept the agreed delivery, it shall nevertheless make payment as if the Products had been delivered.

**5.5** In the event the Customer fails to take delivery of the Products for reasons attributable to it, or in any event for reasons independent of FLODRAULIC MOTION SYSTEMS, the Customer shall bear the risks and costs of their storage.

**5.6** In the event of termination of the relationship, the Customer undertakes to unconditionally collect the goods in process or in stock, in the quantities previously agreed with FLODRAULIC MOTION SYSTEMS, within 90 days after termination of the relationship, modification of technical parameters or withdrawal from the contract. After expiry of such term, FLODRAULIC MOTION SYSTEMS shall be entitled to arrange for shipment of the material until stocks are exhausted and to claim payment for the delivered Products.

## **6. Shipment, packaging and transfer of risk**

**6.1** Unless otherwise agreed in writing between the Parties, the supply of the Products shall be deemed **Ex Works FLODRAULIC MOTION SYSTEMS warehouse (EXW Incoterms latest edition)**, even when it has been agreed that shipment will be handled in whole or in part by FLODRAULIC MOTION SYSTEMS.

**6.2** Shipments made freight collect shall always be carried out at the Customer's risk; in such case, any claims for tampering or shortages of Products must always be addressed directly by the Customer to the relevant carrier or freight forwarder.

**6.3** In the absence of instructions from the Customer, any and all liability is disclaimed both for the choice of means of transport and for the rates applied by carriers and freight forwarders.

**6.4** Where it is agreed that transport costs are to be borne, even only in part, by FLODRAULIC MOTION SYSTEMS, the choice of means of transport shall depend solely on FLODRAULIC MOTION SYSTEMS; if the Customer requests a different means, the additional costs shall be borne by the Customer.

**6.5** Any transport insurance shall be arranged only at the Customer's request, in the Customer's name and at its expense.

**6.6** FLODRAULIC MOTION SYSTEMS shall package the Products according to its normal commercial practice. Any special packaging or delivery instructions requested by the Customer shall be agreed between the Parties and the related costs shall be invoiced separately to the Customer.

**6.7** Unless otherwise agreed in writing between the Parties as set out in the Offer or Order Confirmation, the risk and liability for damage to or loss of the Products shall pass to the Customer (**EXW Incoterms latest edition**) upon delivery of the Products at the FLODRAULIC MOTION SYSTEMS warehouse.

## **7. Express termination clause**

**7.1** The Contract may be terminated, pursuant to Article 1456 of the Italian Civil Code and with immediate effect, by written notice sent by registered letter with return receipt or certified email (PEC) by FLODRAULIC MOTION SYSTEMS if the Customer:

- 1)** omits or delays payments due;
- 2)** delays or fails to take delivery of the Products within the terms provided in Article 5;
- 3)** fails to comply with the obligations set forth in Articles 3.2 and 22;
- 4)** enters into liquidation or is subject to any insolvency procedure.

**7.2** Following termination of the contract pursuant to Article 7.1 above, any sum due by the Customer to FLODRAULIC MOTION SYSTEMS under the Contract shall become immediately payable.

## **8. Withdrawal**

**8.1** If the Customer reduces the guarantee offered at the time of conclusion of the Contract or fails to provide the promised guarantees, FLODRAULIC MOTION SYSTEMS shall be entitled to withdraw from the Contract without prior notice.

## **Section 2 – General Terms and Conditions of Online Sale**

### **9. Scope of application**

**9.1** This Section 2 of the Terms and Conditions of Sale is dedicated to the general terms and conditions of online sale, which exclusively govern all B2B sales contracts concluded remotely through electronic means via the Online Shop and relating to the Products described, offered for sale, advertised and marketed therein.

**9.2** In addition to these general terms and conditions, the online sale of the Products shall also be governed by the special terms and conditions indicated by FLODRAULIC MOTION SYSTEMS in the Online Shop and selected from time to time by the Customer (which may concern, by way of example and without limitation, price, payment methods, transport, type of product, etc.), which must in any case be reported and confirmed by FLODRAULIC MOTION SYSTEMS in the Order Confirmation.

**9.3** FLODRAULIC MOTION SYSTEMS is free to update, supplement or amend these online Terms and Conditions of Sale, with effect for sales concluded after publication on the Website/Online Shop of the new version of the Terms and Conditions of Sale of which they form an integral part; such publication shall constitute notice of the amendments.

**9.4** The Customer is informed that the Terms and Conditions of Sale are published on the Website/Online Shop and agrees that FLODRAULIC MOTION SYSTEMS may send, by summary email, the link to view them.

## **10. ONLINE registration procedure for e-commerce sales**

**10.1** These General Terms and Conditions of Sale must be reviewed by the Customer before each purchase and shall be deemed fully known and unconditionally accepted when the Customer ticks the relevant box stating “I declare that I have read, understood and accepted the general terms and conditions of online sale” and the box for specific approval of unfair terms pursuant to Articles 1341 and 1342 of the Italian Civil Code, within the Product purchase area of the Online Shop, after Customer registration in the Online Shop and creation of the Customer’s personal credentials (username and password), which shall be sent by email and later entered in the appropriate fields before each purchase.

**10.2** The Customer acknowledges that FLODRAULIC MOTION SYSTEMS shall not accept orders submitted:

- (i)** by persons not registered according to the procedure set out above;
- (ii)** by persons who are not B2B Customers as defined above;
- (iii)** by ordinary email from Customers who have not previously registered in the Online Shop.

**10.3** The Customer undertakes not to transfer the aforementioned credentials to third parties and to keep them with the utmost care and diligence, remaining solely responsible for their custody and use.

**10.4** The Customer therefore accepts, as its own, all orders sent to FLODRAULIC MOTION SYSTEMS using the Customer’s identification code and password, as well as the invoice that shall be issued using the data entered by the Customer.

**10.5** In the event of lost credentials, the Customer may recover them independently by clicking on “recover password”.

**10.6** The Customer remains solely and exclusively responsible for the accuracy and completeness of its identifying data and, in general, of any data entered in the registration area and in the Product purchase area, with any liability of FLODRAULIC MOTION SYSTEMS being excluded. In particular, the Customer agrees to receive communications relating to purchases made in the Online Shop at the email address indicated in the registration area.

**10.7** FLODRAULIC MOTION SYSTEMS may request a company registration extract or other equivalent document in order to determine the exact identity of the Customer.

**10.8** FLODRAULIC MOTION SYSTEMS disclaims any liability for information, documents and materials possibly uploaded by third parties to the Website and/or the Online Shop, even where such content is made available to the Customer as part of an advertising service offered by FLODRAULIC MOTION SYSTEMS.

## **11. Conclusion of the online sale contract**

### **Flodraulic Motion Systems S.r.l a Socio Unico**

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(BO) • Italy • Tel. +39 0516781120 • Fax +39 051 6781150  
[flodrauliceurope.com](http://flodrauliceurope.com) • [flodraulicmotionsystems.com](http://flodraulicmotionsystems.com)

Iscritta al Registro delle imprese di Bologna  
• C.F e P.IVA 01698441209 • R.E.A. BO 364057  
• Cap. Soc. i.v. € 100.000,00

**11.1** In order to purchase Products in the Online Shop, the Customer must log in using its personal credentials and must carefully and diligently follow the instructions and procedures described in the Online Shop and in these General Terms and Conditions of Sale.

**11.2** During the purchase procedure, the Customer shall be required to review the following information and conditions published in the Online Shop:

- 1)** characteristics of the Products, described in the individual product sheets;
- 2)** price of the Products, including details of taxes, any shipping costs and any other charges;
- 3)** methods and terms of payment of the price of the Products;
- 4)** availability, methods and delivery times of the Products;
- 5)** any other information published in the Online Shop.

**11.3** FLODRAULIC MOTION SYSTEMS shall describe and present the Products in the Online Shop as completely and transparently as possible. The Customer acknowledges and accepts that there may be minor omissions, inaccuracies or differences between the photographs and descriptions of the Products shown in the Online Shop and the Products actually delivered. In particular, the Customer acknowledges and accepts that photographs and/or videos relating to the Products published on the Website and/or in the Online Shop are for illustrative purposes only. FLODRAULIC MOTION SYSTEMS may remove and/or replace the Products described in the Online Shop at any time and without prior notice, and may make non-substantial technical and aesthetic improvements that do not worsen the quality of the Product. The Customer is entitled to access the Online Shop solely for consultation and purchase of the Products; no other use of the Online Shop or its content, which are protected by industrial and/or intellectual property rights, is permitted, as further specified in Article 22 below.

**11.4** The Customer may correct the Order before finalizing it through the technical means made available in the Online Shop to identify and correct errors, or may abandon the Online Shop without completing any Order. Orders may be placed in Italian and English. The sales Contract for Products in the Online Shop shall be deemed concluded when the Customer clicks on the “confirm my order” field (which constitutes acceptance of the offer to the public made by FLODRAULIC MOTION SYSTEMS in the Online Shop), at the end of the purchase procedure.

**11.5** Upon receipt of the Order, the Customer shall receive an order summary email from FLODRAULIC MOTION SYSTEMS. Such summary email shall contain the order number, date and time of the order, type, quantity and price of the purchased Products, taxes, any shipping costs and any other charges, the terms and address of the place of delivery of the Products, the billing address and the link to the Terms and Conditions of Sale and the privacy notice pursuant to Article 13 GDPR published on the Website. The Customer undertakes to verify the accuracy of the Contract data contained in the summary email and to notify FLODRAULIC MOTION SYSTEMS of any corrections within one hour. Without prejudice to Articles 12.7 and 13, FLODRAULIC MOTION SYSTEMS reserves the right, even after receipt of the Order and/or payment, to carry out administrative, accounting and anti-fraud checks. Should such checks reveal, by way of example and without limitation:

- (i)** payment delays and/or outstanding amounts relating to previous orders;
- (ii)** exceeding any agreed credit limits;
- (iii)** inconsistencies in the data provided by the Customer;

(iv) a negative, non-final or otherwise unconfirmed outcome of electronic payment (including payments by credit card, PayPal or similar instruments),

FLODRAULIC MOTION SYSTEMS shall have the right to:

(a) suspend processing and/or shipment of the Order;

(b) request the Customer, before proceeding, to regularize its outstanding debt position and/or use a different means of payment and/or provide adequate guarantees and/or further documentation; and/or

(c) cancel the Order and withdraw from the Contract without entitling the Customer to any compensation or damages.

In the event of suspension pursuant to letter (a), FLODRAULIC MOTION SYSTEMS shall notify the Customer thereof. The suspension shall remain in effect until the position has been regularized and/or the checks have had a positive outcome; after 5 (five) working days from the communication, if the Customer has not complied with the request, FLODRAULIC MOTION SYSTEMS may cancel the Order and withdraw from the Contract.

In the event of cancellation/withdrawal, and where payment has already been made by credit card, PayPal or other immediate payment instruments, FLODRAULIC MOTION SYSTEMS shall, where technically possible, cancel the pre-authorization or, alternatively, refund the collected amount using the same payment method. The Customer acknowledges that the actual time required for re-credit depends on the payment networks and/or issuing institutions and is not attributable to FLODRAULIC MOTION SYSTEMS.

**11.6** The Order shall be stored in the FLODRAULIC MOTION SYSTEMS database in the “my orders” section, from which the Customer may access the history of orders placed.

**11.7** The Customer acknowledges and accepts that the availability of the Products marketed in the Online Shop refers to actual availability at the time the Customer makes the purchase. Such availability must be considered indicative, since due to the simultaneous activity of multiple Customers in the Online Shop, the same Products may be purchased at the same time by other Customers, and FLODRAULIC MOTION SYSTEMS does not have the tools to prevent such occurrence. In such case, the Products shall be purchased by the Customer whose order is processed first by the Online Shop system. In such case, FLODRAULIC MOTION SYSTEMS shall notify by email the Customer whose order was registered second, as soon as it becomes aware of the total or partial lack of availability of the Products, and that Customer may withdraw from the sales contract within 14 (fourteen) days of receipt of said email, by written notice sent by registered letter with return receipt, certified email (PEC) or fax, with the obligation of the Customer to return, at its own expense, any Products already received and the obligation of FLODRAULIC MOTION SYSTEMS to refund any amount received from the Customer, without any entitlement of the Customer to damages or compensation of any kind.

## 12. Delivery

**12.1** Delivery of the Products shall take place according to the methods and conditions set out in this Article.

**12.2** In Italy, shipment may take place either by courier or Ex Works (updated Incoterms): in the first case, shipping costs for the Order are automatically calculated in the cart; in the second case, costs shall be zeroed and the Customer may collect the goods directly on the date communicated by email or by telephone by Customer Service at the FLODRAULIC MOTION SYSTEMS registered office/warehouse.

**12.3** Deliveries in Europe shall be Ex Works (updated Incoterms), and the Customer shall bear transport costs, insurance costs and all further obligations necessary to transport the Products to the place of destination.

**12.4** The risk of loss of or damage to the Products shall pass from FLODRAULIC MOTION SYSTEMS to the Customer upon delivery of the Products covered by the Contract to the Customer or to a courier/carrier.

**12.5** FLODRAULIC MOTION SYSTEMS shall do its best to deliver the Products within the delivery terms established and published in the Online Shop, which are to be considered indicative and non-binding and are calculated in working days. FLODRAULIC MOTION SYSTEMS shall therefore not be liable, under any circumstances, for any damage arising from delay in delivery of the Products.

**12.6** FLODRAULIC MOTION SYSTEMS shall notify the Customer that the Product has been shipped. If the Products are not delivered within 14 (fourteen) days from the date on which FLODRAULIC MOTION SYSTEMS sends the order confirmation email, the Customer shall have the right to withdraw from the sales contract by written notice sent by registered letter with return receipt, certified email (PEC) or fax to FLODRAULIC MOTION SYSTEMS, which shall be obliged to refund only the cost of the product, without any entitlement of the Customer to damages or compensation of any kind.

**12.7** The Customer acknowledges and accepts that FLODRAULIC MOTION SYSTEMS shall proceed with delivery of the Products only after actual receipt of the price and after verifying the Customer's administrative and accounting compliance vis-à-vis FLODRAULIC MOTION SYSTEMS. In particular, for payments made by credit card, PayPal or other electronic payment instruments, actual receipt (and therefore shipment) shall be understood as subject to confirmation by the payment processor of the positive and final outcome of the transaction and, where applicable, of the capture/charge. Any pre-authorization does not constitute payment and does not entitle shipment.

**12.8** FLODRAULIC MOTION SYSTEMS shall in no event be held liable for failure or delay in delivery of the Products due to force majeure, unforeseeable circumstances and justified reason, such as, purely by way of example, strikes, riots, labour unrest, lack of raw materials, power outages, fires, machinery breakdown and any other cause beyond the will and diligence of FLODRAULIC MOTION SYSTEMS (including delays by subcontractors), which prevents or makes delivery within the agreed terms excessively burdensome.

### **13. Payment methods for ONLINE purchases**

**13.1** As purchase price for the Products, the Customer shall pay FLODRAULIC MOTION SYSTEMS the amount indicated in the Order and set out in the Order Confirmation (VAT included). Payments must be made by the payment methods indicated in the Online Shop, namely credit cards, bank transfer,

MyBank instant transfer and PayPal. Delivery of the products is subject to actual receipt of the price, in accordance with this Article 13 and Article 12.7 above.

**13.2** Payment of the price must be made simultaneously with the purchase. By selecting credit card (or other electronic payment instrument) as the payment method, the Customer authorizes FLODRAULIC MOTION SYSTEMS and/or the appointed payment processor to carry out the operations necessary for execution of the transaction. FLODRAULIC MOTION SYSTEMS reserves the right to request a copy of the identity document of the credit card holder. The Customer acknowledges and accepts that, depending on the payment processor's settings, the transaction may involve a pre-authorization phase, followed by capture/charge and subsequent crediting in favour of FLODRAULIC MOTION SYSTEMS.

**13.3** The Customer acknowledges and accepts that, for purposes of processing the Order and shipment, payment by credit card/electronic means shall be deemed made only when FLODRAULIC MOTION SYSTEMS receives confirmation from the payment processor of the positive and final outcome of the transaction and, where applicable, of the successful capture/charge. In the absence thereof (negative, non-final, unconfirmed outcome, expiry or failure to capture the pre-authorization), FLODRAULIC MOTION SYSTEMS shall not proceed with shipment and may suspend the Order and request a different means of payment from the Customer; after 5 (five) working days without the Customer having made valid payment, FLODRAULIC MOTION SYSTEMS may cancel the Order and withdraw from the Contract without any entitlement of the Customer to compensation or damages.

**13.4** In the event of payment by bank transfer, after clicking on "confirm my order", the Customer shall receive an email containing the bank details to make the transfer, which must be arranged immediately so that the amount is credited to the FLODRAULIC MOTION SYSTEMS bank account within 5 days from the conclusion of the sales contract. In the event of payment by bank transfer, the goods shall not be deemed reserved for the Customer until the transfer has been credited.

**13.5** Failure to pay the price within 5 (five) days of the term referred to in Article 13.4 above shall entitle FLODRAULIC MOTION SYSTEMS to terminate the sales contract by written notice sent by registered letter with return receipt, certified email (PEC) or fax, without the need for formal notice of default.

**13.6** FLODRAULIC MOTION SYSTEMS shall issue the invoice, which shall be sent in electronic format according to the law in force. No amendment to fiscal documents may be made after their issuance.

**13.7** Regardless of the chosen payment method, if on the date of the Order (or subsequently, following checks) the Customer is found not to be up to date with payments due to FLODRAULIC MOTION SYSTEMS (e.g. presence of unpaid amounts and/or delays in payment relating to previous supplies), FLODRAULIC MOTION SYSTEMS may suspend processing and/or shipment of the Order and request regularization of the outstanding debt position and/or appropriate guarantees. If such regularization is not made within 5 (five) working days from the related communication, FLODRAULIC MOTION SYSTEMS may cancel the Order and withdraw from the Contract without any entitlement of the Customer to compensation or damages.

**13.8** In the event of suspension or cancellation of the Order pursuant to Articles 11.5 and/or 13.7, where payment has been made by credit card, PayPal or other immediate payment instrument, FLODRAULIC MOTION SYSTEMS shall (i) cancel the pre-authorization and/or transaction, where technically possible, or (ii) refund the amount collected using the same payment method. It is understood that any technical times for re-crediting and/or costs applied by the card issuer, the Customer's bank or the payment service provider shall not be attributable to FLODRAULIC MOTION SYSTEMS.

**13.9** The suspension, cancellation and/or withdrawal referred to in Articles 11.5 and 13.7 constitute contractual remedies intended to protect the contractual balance and shall not give rise to any liability of FLODRAULIC MOTION SYSTEMS for direct or indirect damages, without prejudice to the refund of any amount collected pursuant to Article 13.8.

## **14. Prices**

**14.1** All sale prices of the Products indicated in the Online Shop are expressed in Euro, net of VAT and other additional charges.

**14.2** The costs relating to the payment method chosen at the time of the Order are entirely borne by the Customer.

**14.3** The Customer acknowledges that FLODRAULIC MOTION SYSTEMS may freely update the prices of the Products at any time and that such prices may therefore vary. It remains understood, however, that FLODRAULIC MOTION SYSTEMS may not modify the prices indicated in the Online Shop at the time of purchase and stated in the purchase summary email.

**14.4** In the event of a computer, manual, technical or any other error that may cause a substantial change, not intended by FLODRAULIC MOTION SYSTEMS, in the price or quantity of the Products, FLODRAULIC MOTION SYSTEMS shall notify the Customer in writing in the manner provided for in this Contract as soon as it discovers the error, and either Party may withdraw from the sales contract within 14 (fourteen) days of receipt of such communication, with the Customer being obliged to return, at its own expense, any Products already received and FLODRAULIC MOTION SYSTEMS being obliged to refund any amount received from the Customer, without any entitlement to damages or compensation.

## **15. Right of withdrawal**

**15.1** The Customer shall have the right to withdraw from the Contract without any penalty and without stating any reason, within 14 (fourteen) days from the date of receipt of the Products. A Customer wishing to exercise the right of withdrawal must send FLODRAULIC MOTION SYSTEMS an express notice containing its decision to withdraw from the Contract by registered letter with return receipt, certified email (PEC) or fax.

**15.2** In the event of exercise of the right of withdrawal, the Customer shall be required to return the Products no later than 14 (fourteen) days from the date of sending the notice of withdrawal, by

shipping the Products to FLODRAULIC MOTION SYSTEMS at the registered office indicated above. All risks, charges and costs of returning the Products shall be borne by the Customer.

**15.3** The Products must be returned intact, in their original packaging, complete in all their parts (including packaging and any documentation and accessories: manuals, cables, etc.) and complete with the related fiscal documentation. The Customer's notice of return of the Product may be sent by email. Subject to compliance with the above, FLODRAULIC MOTION SYSTEMS shall refund the amount received from the Customer within 14 (fourteen) days from receipt of the returned Products, excluding any documented shipping costs for the first return. FLODRAULIC MOTION SYSTEMS may suspend the refund of the price until verification of the condition of the returned Products.

**15.4** FLODRAULIC MOTION SYSTEMS shall make the refund using the same means of payment chosen by the Customer for the purchase. In the event of payment made by bank transfer, the Customer exercising its right of withdrawal must provide FLODRAULIC MOTION SYSTEMS, by email, with the bank details (IBAN, SWIFT and BIC) necessary for FLODRAULIC MOTION SYSTEMS to make the refund.

## **SECTION 3 – Common provisions applicable to Offline or Traditional Sale and Online Sale**

### **16. Warranty**

**16.1** FLODRAULIC MOTION SYSTEMS warrants that the Products conform to the technical characteristics declared in the Offer, the Order Confirmation and/or on the Website, as well as their safety in accordance with the standards in force at the time they are placed on the market; the relevant warranty is provided according to the type of Product.

**16.2** The Website describes the characteristics of the Products and classifies them into categories such as Products purchased from third parties and marketed by FLODRAULIC MOTION SYSTEMS, for which the manufacturer's warranty applies, and Products for which the warranty is explicitly not applicable.

**16.3** The Customer is required to inspect the goods immediately upon receipt and must report to FLODRAULIC MOTION SYSTEMS any flaws and/or defects in the Products delivered compared with the Offer, the Order and the Order Confirmation within eight days from delivery in the case of apparent defects, and within eight days from discovery in the case of hidden defects, in the forms of communication provided for in this Contract. After expiry of such period, the Products shall be deemed fully compliant with the Offer, the Order and the Order Confirmation, and no liability and/or breach may be attributed to FLODRAULIC MOTION SYSTEMS on any grounds.

**16.4** Where the warranty requires return of the Product to FLODRAULIC MOTION SYSTEMS, the Product must be returned by the Customer with intact packaging, complete in all its parts (including documentation contained inside the packaging and any accessories) within 8 days from notification of the defect.

**16.5** The warranty for defects and faults of any nature and extent shall last one year from the date of delivery of the goods and shall be limited to defects resulting from poor quality of the material or

manufacture. It does not extend to defects resulting from normal wear and tear or from lack of skill or negligence of the Customer, or to parts of the product which, due to the composition of the material or the nature of their use, are subject to rapid deterioration.

**16.6** In order to exercise its warranty rights, failing which such rights shall lapse, the Customer must strictly comply with the instructions available at:

<https://flodraulicmotionsystems.com/it/download/>

**16.7** In the event of justified and timely claims, FLODRAULIC MOTION SYSTEMS shall carry out warranty work within a reasonable period. FLODRAULIC MOTION SYSTEMS may decide, at its discretion, whether to replace or repair the Products it acknowledges as defective, without charging any cost to the Customer, except for transport costs, which shall be borne by the Customer.

**16.8** If FLODRAULIC MOTION SYSTEMS considers the warranty not to apply, it may submit a repair quotation to the Customer, and the Customer may decide whether to accept the quotation and instruct FLODRAULIC MOTION SYSTEMS to carry out the repair, have the unrepaired Product returned at its own expense, or have it scrapped at its own expense.

**16.9** Repairs carried out under warranty shall not entail any extension or renewal of the warranty period.

**16.10** The warranty shall lapse whenever defective Products have been improperly used by the Customer and not in accordance with the instructions of FLODRAULIC MOTION SYSTEMS, have been dismantled and/or modified and/or replaced and/or repaired and/or altered by persons not authorized by FLODRAULIC MOTION SYSTEMS, show defects resulting from wear, negligence and/or lack of skill of the Customer and/or its personnel and/or third parties, are returned without identification label, or have been subject to impacts or shocks, or where electrical parts have been subject to voltage surges or have been incorrectly connected.

**16.11** A claim may never give rise, on the part of the Customer, to cancellation or reduction of the Products on order, nor to any request for compensation or damages whatsoever.

**16.12** The Customer undertakes not to use the purchased Products for a purpose other than that for which they are intended and not to modify their construction or operation. Any Customer who breaches the above prohibitions shall lose its warranty rights.

**16.13** The warranty is non-transferable and shall apply only to the invoice holder.

## 17. Limitation of liability

**17.1** FLODRAULIC MOTION SYSTEMS shall be solely responsible for the proper functioning of the supplied Products in relation to the characteristics and performances expressly indicated in the Offer, the Order Confirmation and/or on the Website.

**17.2** The total liability of FLODRAULIC MOTION SYSTEMS, on any grounds attributable, arising from breach of the Contract governed by these Terms and Conditions of Sale and connected and/or related

thereto, shall not exceed the total price actually paid by the Customer for the Products giving rise to such liability.

**17.3** FLODRAULIC MOTION SYSTEMS shall not be liable for any malfunctioning of machines or systems made by the Customer or by third parties using the Products supplied by it, even if the individual Products were connected according to diagrams or drawings suggested by FLODRAULIC MOTION SYSTEMS.

**17.4** FLODRAULIC MOTION SYSTEMS may in no way be held liable for suspension or interruption of operation of the Website, nor for any inaccuracies due to a particular configuration of the Customer's computer or its malfunction.

**17.5** Without prejudice to Article 1229 of the Italian Civil Code, the Customer may not claim compensation for indirect or consequential damages, loss of profits, production losses or loss of opportunities, nor shall FLODRAULIC MOTION SYSTEMS be required to pay, by way of damages, amounts exceeding the value of the Products.

**17.6** FLODRAULIC MOTION SYSTEMS shall not be liable for any damage caused by the Product to any property (movable or immovable) after the Product has been delivered and is in the possession of the Customer. FLODRAULIC MOTION SYSTEMS shall not be liable for any damage to products manufactured by the Customer or to products of which the Customer's products form part.

**17.7** The Customer undertakes to indemnify and hold FLODRAULIC MOTION SYSTEMS harmless from claims and/or legal actions brought against FLODRAULIC MOTION SYSTEMS by the end user and/or third parties concerning alleged damage arising from the Product.

**17.8** The Customer shall also indemnify, defend and hold FLODRAULIC MOTION SYSTEMS harmless from any claim arising from damage resulting from the use or operation of the Products due to improper installation, repair, maintenance or operation of the Products by the Customer, the failure of the Customer to adequately train personnel in the operation of the Products, or non-compliance with applicable laws or regulations.

## **18. Retention of title**

**18.1** The Products covered by the Contract shall remain the property of FLODRAULIC MOTION SYSTEMS until full payment of the price by the Customer.

**18.2** The Customer assumes responsibility for preserving the Products from the moment they are made available to it and is required to keep the goods received with the diligence of a prudent person, undertaking to allow them to be inspected at any time by FLODRAULIC MOTION SYSTEMS personnel or its appointees until the supply price has been paid in full.

**18.3** The Customer may not sell, donate, exchange, pledge, seize or in any other way alter or encumber the Products covered by the Contract until their price has been paid in full.

**18.4** If protective and/or enforcement actions are taken against the Customer in respect of the purchased Products, the Customer undertakes to inform the bailiff that it is merely the custodian of

the goods and to notify FLODRAULIC MOTION SYSTEMS of the event within 24 hours by registered letter with return receipt, certified email (PEC) or fax.

## 19. Exclusions

**19.1** Unless otherwise agreed in writing between the Parties, the Contract does not include system design, installation of the supplied equipment, specific testing, training courses and manuals, start-up assistance, or any services, charges and Products not mentioned in the Order Confirmation of FLODRAULIC MOTION SYSTEMS.

**19.2** Packaging costs, taxes, stamp duties, customs expenses, duties and any other additional charges are not included in the purchase prices unless otherwise stated in the Offer and in the Order Confirmation issued by FLODRAULIC MOTION SYSTEMS.

**19.3** The Contract does not include the development and creation of customized software, which is governed separately by the Terms and Conditions for the creation and supply of components and software development published on the FLODRAULIC MOTION SYSTEMS website.

## 20. Confidentiality protection

**20.1** FLODRAULIC MOTION SYSTEMS undertakes to treat with the utmost confidentiality the data and information received from the Customer and not to use such data for purposes other than those for which they were collected.

**20.2** Such data may be disclosed only upon request of the judicial authority or other authorities authorized by law.

**20.3** The data acquired from the Customer shall be disclosed by FLODRAULIC MOTION SYSTEMS only to persons entrusted with carrying out the activities necessary for execution of the Contract, and only for that purpose. FLODRAULIC MOTION SYSTEMS declares and guarantees that such persons shall comply with the aforementioned confidentiality obligations, FLODRAULIC MOTION SYSTEMS remaining liable for any failure by such persons.

**20.4** FLODRAULIC MOTION SYSTEMS declares and guarantees that it adopts appropriate protective measures to safeguard the confidentiality of the data known and/or communicated by the Customer and undertakes to ensure compliance with such measures within its organization.

## 21. Protection of personal data

**21.1** The personal data of the Customer's contact persons shall be processed by FLODRAULIC MOTION SYSTEMS in compliance with Regulation (EU) 2016/679 and the applicable national legislation, for purposes connected with pre-contractual, contractual, administrative, accounting, logistical, technical and service management of the relationship.

**21.2** The privacy notice pursuant to Article 13 GDPR is available in full on the Website, in the privacy notice section, and is also provided within the framework agreement or in the commercial contacts between the Parties.

**21.3** Any consent for further and optional purposes, where required by applicable law, shall be collected separately where necessary.

## **22. Industrial and intellectual property rights**

**22.1** The Customer declares and acknowledges that the content of the Website (including, by way of example and without limitation, texts, photographs, trademarks and other distinctive signs, illustrations, images, logos, etc.) and its structure are under the exclusive ownership and control of FLODRAULIC MOTION SYSTEMS. The Website is managed by FLODRAULIC MOTION SYSTEMS and it is prohibited to copy, reproduce or otherwise dispose of it in any manner without the prior written consent of FLODRAULIC MOTION SYSTEMS.

**22.2** Total or partial reproduction, modification or use of the trademarks and/or other distinctive signs, illustrations, images and logos present on the Website for any reason and on any medium whatsoever, without the prior express consent of FLODRAULIC MOTION SYSTEMS, is prohibited.

**22.3** All industrial and/or intellectual property rights (including, by way of example, patents, trademarks, designs and models, trade secrets, know-how, copyrights, technical and commercial information relating to the Products, as well as any software possibly supplied by FLODRAULIC MOTION SYSTEMS), relating to the Products and/or connected and/or related thereto, whether protected or protectable, created and/or acquired by FLODRAULIC MOTION SYSTEMS before the Contract and during its performance, shall remain the exclusive property of FLODRAULIC MOTION SYSTEMS. The Customer undertakes to refrain from any conduct that may infringe or compromise such rights.

**22.4** In the event of disputes and/or claims and/or actions by third parties for infringement of industrial and/or intellectual property rights relating to the Product covered by the Contract, FLODRAULIC MOTION SYSTEMS may, at its discretion and at its own expense:

- (i) provide the Customer with the right to continue using such Product;
- (ii) replace the Product with another product or parts thereof having similar functionality and not infringing third-party industrial and/or intellectual property rights;
- (iii) modify the Product so as not to infringe third-party industrial and/or intellectual property rights;
- (iv) withdraw the Product or parts thereof and refund the purchase price, after deduction of a reasonable amount for the use, damage or obsolescence of the Product.

To the extent permitted by law, the remedies indicated above shall be the Customer's sole remedies and, in any case, the liability of FLODRAULIC MOTION SYSTEMS shall not exceed the price paid by the Customer for the Product subject to the dispute.

**22.5** To the extent permitted by law, FLODRAULIC MOTION SYSTEMS shall in no way be liable to the Customer, and the remedies set out above shall therefore not apply, in the event of infringements of third-party industrial and/or intellectual property rights arising from:

- (a) modification of the Products by the Customer and/or its appointees;
- (b) assembly of the Products with other products;
- (c) use of the Products in processes carried out by the Customer and/or its appointees; or
- (d) compliance by FLODRAULIC MOTION SYSTEMS with instructions, drawings, designs and

specifications provided by the Customer.

In such cases, the Customer undertakes to indemnify and hold FLODRAULIC MOTION SYSTEMS harmless from any damage, expense or liability, on any grounds, suffered by the Customer and/or arising from any third-party claims connected with the above situations.

### **23. Communications**

**23.1** Any communication between the Parties relating to the Contract must be made by exchange of written correspondence, in Italian or English, by registered letter with return receipt to the registered office of FLODRAULIC MOTION SYSTEMS S.r.l., by certified email (PEC): [flodraulic.ms@legalmail.it](mailto:flodraulic.ms@legalmail.it), by fax at +39 051 6781150, and by email: [eshop@flodrauliceurope.com](mailto:eshop@flodrauliceurope.com) only in the cases provided for by these Terms and Conditions of Sale.

### **24. Governing law and jurisdiction**

**24.1** Any dispute arising between the Parties concerning the validity, performance, interpretation and termination of the Contract shall be subject to the exclusive jurisdiction of the Court of Bologna, to the exclusion of any other competing court.

**24.2** Italian law shall govern the relations between the Parties.

### **25. Prohibition of re-export to Russia or for use in Russia (“so-called No Russia clause”)**

**25.1** The Customer is prohibited from selling, exporting or re-exporting, directly or indirectly, to the Russian Federation or for use in the Russian Federation any product supplied under the Contract or any related agreement falling within the scope of Article 12g of Council Regulation (EU) No. 833/2014.

**25.2** The Customer undertakes to use its best efforts to ensure that the purpose of paragraph 1 is not frustrated by third parties further down the commercial chain, including possible resellers.

**25.3** The Customer shall create and maintain an adequate monitoring mechanism to detect conduct by third parties further down the commercial chain, including possible resellers, that may frustrate the purpose of paragraph 1.

**25.4** Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the Contract, and FLODRAULIC MOTION SYSTEMS S.r.l. shall be entitled to seek:

(i) termination of the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code; and

(ii) application of a penalty equal to 30% of the total value of the Contract or of the price of the exported goods, whichever is higher, without prejudice to compensation for greater damage.

**25.5** The Customer shall immediately inform FLODRAULIC MOTION SYSTEMS S.r.l. of any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Customer shall make available to FLODRAULIC MOTION SYSTEMS S.r.l. information concerning compliance with the obligations under paragraphs (1), (2) and (3) within two weeks of a simple request for such information.

### **26. Final provisions**

#### **Flodraulic Motion Systems S.r.l a Socio Unico**

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Iscritta al Registro delle imprese di Bologna  
• C.F e P.IVA 01698441209 • R.E.A. BO 364057  
• Cap. Soc. i.v. € 100.000,00

**26.1** Failure by either Party to exercise any rights arising from the Contract (and more generally its own rights) shall not constitute a waiver of such rights, nor shall it operate so as to prevent their future exercise.

**26.2** The Customer is prohibited from assigning or transferring to third parties, in whole or in part, the Contract and/or its rights or obligations arising therefrom.

**26.3** The invalidity or ineffectiveness, in whole or in part, of one or more clauses of these Terms shall not affect the validity of the other clauses or the remaining part of the clause. The invalid or ineffective provision shall be replaced by a valid and effective clause whose scope shall be as similar as possible to that of the original clause.

**26.4** The language of the Contract shall be Italian. In the event of interpretative conflict between the Italian-language Contract and any other foreign-language version, the meaning and interpretation of the Italian-language version shall prevail.

**26.5** Any amendment to the Contract must result from a written instrument signed by both Parties.

**26.6** These Terms and Conditions of Sale consist of all the clauses that compose them.

#### **Date and place**

\_\_\_\_\_

The Customer

\_\_\_\_\_

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly declares that it has carefully read each individual general term and condition of sale and specifically approves the following articles:

Art. 1.5 (Exclusion of Customer's conditions); Art. 2.8 (Conclusion of the Contract by means of Order Confirmation and rejection of Customer's conditions); Art. 4 (Prices and payment terms); Art. 5 (Delivery terms); Art. 6 (Shipment, packaging, transfer of risk); Art. 7 (Express termination clause); Art. 9.3 (Scope of application); Art. 11.5 (cancellation/suspension of the order); Art. 12.5 (Exclusion of damages for delay); Art. 12.6 (Exclusion of compensation); Art. 12.7 (Shipment subject to positive outcome of the transaction); Art. 13.3 (Confirmation of positive outcome of the transaction/cancellation of the order); Art. 13.5 (termination of the contract); Art. 13.7 (Suspension in case of outstanding payments); Art. 13.9 (Exclusion of liability); Art. 14.3 (Price updates); Art. 14.4 (Exclusion of compensation); Art. 15.3 (Suspension of refund of the price); Art. 16 (Warranty); Art. 17 (Limitation of liability); Art. 18 (Retention of title); Art. 21 (Protection of personal data); Art. 22 (Industrial and intellectual property rights); Art. 24 (Governing law and jurisdiction); Art. 25 (Prohibition of re-export to Russia or for use in Russia); Art. 26 (Final provisions).

**Date and place**

\_\_\_\_\_

The Customer

\_\_\_\_\_