GENERAL TERMS AND CONDITIONS

1. Scope and e-commerce channel

1.1. These General Terms and Conditions (the "Terms and Conditions") govern offers, orders, contracts and sales agreements entered into by **Bechtle Direct S.r.l.** ("Bechtle") with companies, professionals, public bodies, public administrations and other entities purchasing in the course of their professional, commercial, craft or institutional activities (the "Customer") (B2B transactions).

1.2. These Terms and Conditions do not apply to contracts concluded with consumers. Where, in a specific case, the purchaser qualifies as a consumer within the meaning of Legislative Decree No. 206 of 6 September 2005, the mandatory provisions of law shall apply and any incompatible clauses shall be ineffective vis-à-vis the consumer.

1.3. The General Terms and Conditions are made available to the Customer before conclusion of the contract on Bechtle's website at http://www.bechtle.it-en in a format that can be downloaded and retained for future reference. Their provisions shall also apply to subsequent business relationships unless replaced or expressly waived in writing.

1.4. The Customer's general terms and conditions shall not apply, even if referenced in an order, unless expressly accepted by Bechtle in writing. Any amendments or additions requested by the Customer shall only become effective once confirmed by Bechtle in writing.

1.5. If any provision is held to be invalid, void or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected.

1.6. Contracts relating to hardware products and software supplied on a physical medium shall, to the extent applicable, be governed by

the provisions applicable to contracts of sale. Software licences, digital content and ancillary services shall be governed by the offer, the order confirmation, the applicable licence terms and these General Terms and Conditions, where relevant.

2. Products and technical documentation

2.1. Bechtle sells new, used and refurbished products, including hardware, software and ancillary services, as specified in the offer or order confirmation.

2.2. For used or refurbished products, the offer or order confirmation shall specify, to the extent known and relevant, the condition of use, level of refurbishment, cosmetic and functional condition, and any accessories included. Such information forms an integral part of the contract and defines the contractual characteristics of the product promised by Bechtle.

2.3. Dimensions, weight, performance specifications, images and technical data sheets published on the website or in catalogues are provided for descriptive purposes only and shall be binding on Bechtle only where expressly incorporated into the offer or order confirmation. This shall be without prejudice to any mandatory statutory obligations or liability arising from inaccurate information that influenced the Customer's decision to enter into the contract.

3. Ordering and contract conclusion

3.1. A contract may be concluded:

a) **offline**, by means of a written order submitted by e-mail or certified e-mail (PEC). Orders placed by telephone shall only be valid if confirmed in writing;

b) **online**, by completing and submitting the order form on Bechtle's website. The Customer selects the products, adds them to the basket

and submits the order after reviewing the summary of the product features, prices and applicable terms.

3.2. Unless otherwise stated, offers and products published on the website or in catalogues are non-binding and do not constitute a contractual offer. The Customer's order constitutes a contractual offer.

3.3. The contract is concluded when Bechtle sends a written order confirmation by (certified) e-mail (PEC) or, in the case of online orders, communicates acceptance of the order, including a summary of the applicable terms. An automated acknowledgement confirming receipt of an order does not constitute acceptance unless expressly identified otherwise. Where this reflects established practice between the parties or has been communicated to the Customer, Bechtle may begin performance before sending a separate confirmation.

3.4. The Customer is responsible for selecting the products and ensuring that they meet its technical and infrastructure requirements based on the information provided by Bechtle and any assessments carried out within the Customer's own organisation.

4. Prices and payment

4.1. The prices applicable to the products are those stated in the order confirmation. Unless otherwise specified, prices are exclusive of VAT and any transport, packaging, insurance, installation or other charges expressly indicated.

4.2. Prices published online are indicative only and may change before an order is accepted. Written quotations remain valid for the period specified in the relevant document.

4.3. Payment must be made as specified in the offer or order confirmation. Pursuant to Article 1462 of the Italian Civil Code, any

objection raised by the Customer does not entitle it to withhold or delay payment, without prejudice to any rights that cannot be excluded by law, including claims based on nullity, annulment or rescission, and the court's power to order suspension where serious grounds exist. This does not affect the Customer's right to recover any sums ultimately found not to have been due.

4.4. In the event of late payment, default interest shall apply in accordance with Legislative Decree No. 231 of 9 October 2002, together with any recovery costs permitted by law.

4.5. The Customer's failure to collect the goods, or any delay in doing so for reasons attributable to the Customer, does not affect the obligation to pay or the agreed payment deadlines.

5. Deliveries

5.1. Delivery dates are stated in the order confirmation and are based on product availability and supply chain conditions.

5.2. Unless expressly stated to be binding, delivery dates are indicative only. Bechtle will inform the Customer of any foreseeable delays and take reasonable steps to minimise their impact.

5.3. Bechtle may make partial deliveries or deliver products early, provided this does not cause the Customer any significant disadvantage. A partial delivery does not affect the obligation to pay for the products delivered.

5.4. Delivery dates shall be suspended for the duration of any circumstances referred to in Section 8.

6. Delivery, risk and inspection of products

6.1. Unless otherwise agreed in writing, delivery shall be made to the location specified by the Customer. In B2B transactions, the risk of loss of or damage to the products passes to the Customer when the products are handed over to the first carrier or freight forwarder.

6.2. The Customer must inspect the packaging upon receipt and record any visible damage or irregularities on the delivery note, providing sufficient detail of the issue. Failure to do so does not affect the Customer's rights in respect of defects that could not reasonably be identified during a normal external inspection.

6.3. The Customer must notify Bechtle in writing of any defects within eight days of discovering them, unless a different period has been agreed or is required by law. Failure to do so will invalidate any warranty claim. For visible defects, the eight-day period begins on receipt of the products. For hidden defects, it begins when the Customer acquires objective and complete knowledge of the defect. The notice must describe the defect in sufficient detail and may, where available, be accompanied by photographs or technical documentation. However, the absence of such documentation does not invalidate the notice. No notice is required where the law provides otherwise, including where Bechtle has acknowledged the defect.

7. Warranty for defects and used or refurbished products

7.1. Bechtle warrants that the products sold are free from defects in accordance with Articles 1490 et seq. of the Italian Civil Code. The Customer must comply with the notification period set out in Section 6.3. Any claim must be brought within one year of delivery, subject to any statutory provisions governing interruption, suspension or a different commencement of the limitation period.

7.2. For used or refurbished products, warranty claims are assessed taking into account the duration and nature of its previous use. The warranty does not cover normal wear and tear, defects disclosed in the offer or order confirmation, or defects that were known to, or could reasonably have been identified by, the Customer and were accepted by the Customer.

7.3. The warranty does not apply to defects caused by incorrect installation, improper use, use contrary to instructions, unauthorised hardware or software modifications, inadequate maintenance, or incompatibilities that were not disclosed by the Customer before placing the order.

7.4. Products claimed to be defective may only be returned with Bechtle's prior authorisation, in accordance with Bechtle's RMA procedure, and must be adequately packaged for transport. Unless otherwise agreed, the cost of returning the products shall be borne by the Customer. However, if Bechtle acknowledges the defect and accepts responsibility for the return shipment, those costs shall be borne by Bechtle. Nothing in this process affects the Customer's statutory rights.

7.5. Where a product is covered by a manufacturer's warranty, Bechtle will provide reasonable assistance in making a warranty claim. This does not affect the Customer's rights under Bechtle's statutory warranty.

8. Force majeure and unforeseen events

8.1. Bechtle shall not be liable for delays or failures to perform caused by events beyond its reasonable control that could not have been avoided through the exercise of reasonable care. Such events include, but are not limited to, acts of God, force majeure, strikes, pandemics, customs disruptions, failures of telecommunications or energy networks, and shortages of raw materials, products or licences on the part of manufacturers or third-party suppliers.

8.2. Bechtle will notify the Customer as soon as reasonably practicable of the event and, where possible, provide an indication of how long it is expected to last. If the event continues for more than sixty days, either party may terminate the contract by written notice in respect of any part that remains unperformed. In that case, neither

party shall be entitled to compensation. Payment remains due for goods and services already supplied, and any sums paid in advance for goods or services not supplied must be refunded.

9. Limitation of liability

9.1. Except in cases of wilful misconduct, gross negligence, or where liability cannot be limited by law, Bechtle shall be liable only for direct, immediate and foreseeable losses resulting from its breach of contract.

9.2. To the extent permitted by law, Bechtle's total liability in relation to any individual order shall not exceed the amount actually paid by the Customer for the products or services. To the extent permitted by law, Bechtle shall not be liable for indirect or consequential losses, loss of revenue, loss of profit, loss or corruption of data, production downtime, or penalties imposed on the Customer by third parties. This limitation shall not apply in cases of wilful misconduct, gross negligence, death or personal injury, liability for defective products, or any other liability that cannot be excluded or limited by law.

10. Termination, withdrawal and contractual penalty

10.1. If the Customer cancels or withdraws an order without justified cause after performance has commenced, software customisation has begun, or products specifically intended for the Customer have been procured, the Customer shall pay for any services already provided and reimburse Bechtle for any non-recoverable costs incurred. For customised products or products that cannot reasonably be resold elsewhere, the Customer shall also pay a contractual penalty pursuant to Article 1382 of the Italian Civil Code equal to 25% of the remaining contract value relating to the unperformed part, unless a different penalty is specified in the offer or order confirmation.

10.2. The contractual penalty shall be payable without the need to prove any loss. Bechtle shall also be entitled to claim compensation for any additional proven loss where this has been expressly agreed in the offer or order confirmation.

10.3. The Customer acknowledges that it has had the opportunity to review and assess this provision, without prejudice to any judicial review available under applicable law.

11. Retention of title

11.1. In sales where payment is deferred or made in instalments, ownership of the hardware products shall remain with Bechtle until the purchase price has been paid in full, in accordance with Articles 1523 et seq. of the Italian Civil Code.

11.2. The risk of loss or damage passes to the Customer upon delivery. Until the title passes to the Customer, the products must be properly maintained and may not be sold, pledged or otherwise disposed of without Bechtle's prior written consent, except in the ordinary course of business, provided such acts are compatible with the retention of title and applicable law.

12. Compliance, software and WEEE

12.1. The Customer shall use hardware, software and licences in compliance with all applicable laws and regulations, including those relating to copyright, licensing and export restrictions.

12.2. Electrical and electronic equipment is subject to the applicable WEEE regulations. Where required by law, the Customer, acting in its professional capacity, is responsible for managing waste generated in the course of its business activities and for bearing the associated costs. Bechtle shall fulfil any obligations imposed on it by law. Any liability that cannot be excluded by law remains unaffected.

13. Applicable law and place of jurisdiction

13.1. These General Terms and Conditions and all individual contracts are governed by Italian law. The application of the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded unless otherwise agreed in writing.

13.2. The courts of Milan shall have exclusive jurisdiction over any dispute relating to the validity, interpretation, performance or termination of these General Terms and Conditions and the contracts governed by them, subject to any mandatory jurisdiction required by law.

14. Specific approval

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly approves the following clauses: **Section 1.4** (Customer terms and conditions); **Section 3.3** (contract conclusion); **Section 4.3** (restrictions on withholding payment); **Section 5.2** (indicative nature of delivery dates); **Section 6.1** (transfer of risk to the carrier); **Section 6.3** (loss of warranty rights); **Section 7.1** (warranty and limitation period); **Section 8.2** (termination following a prolonged impediment); **Section 9** (limitation of liability); **Sections 10.1 and 10.2** (contractual penalty and additional damages); **Section 11.2** (Customer obligations during retention of title); and **Section 13.2** (exclusive jurisdiction).