



1. General information

1.1 - The content of this document "Braga Trasformatori s.r.l. General Sales Conditions - rev. 6 of 22/03/2023" (consisting of these 12 articles printed on two pages) is fully accepted by the Customer, without reservation, at the time of placing an order with Braga Trasformatori s.r.l. (hereinafter referred to as Braga Trasformatori).

1.2 - Any obvious errors, omissions, or typographical errors do not bind Braga Trasformatori.

1.3 - Unless explicitly agreed otherwise in writing, any general purchasing conditions of the Customer that conflict with Braga Trasformatori's General Sales Conditions are not accepted, as they are superseded by this document.

1.4 - Any modification to the General Sales Conditions is only valid if made in writing by Braga Trasformatori.

2. Orders

2.1 - The order is considered accepted by Braga Trasformatori only in the presence of an order from the Customer followed by a written order confirmation from Braga Trasformatori.

2.1.1 - With regard to technical characteristics of the product, quantity of items, price and delivery terms, the order confirmation from Braga Trasformatori is the definitive and exhaustive specification of the order content. Consequently, any differences between offers previously made by Braga Trasformatori, or between requests for offers, orders, or verbal or written communications from the Customer are always superseded by the content of the order confirmation sent by Braga Trasformatori, on the basis of which the order will be fulfilled. It is the responsibility and obligation of the Customer to read the confirmation carefully, verify technical specifications and quantities, and promptly report any requests for changes or discrepancies/errors found in writing, within 3 working days (unless delivery has been requested in such a short time as to require immediate start of procurement/production).

2.2 - The transmission of an order by the Customer implies that all these general sales conditions, attached to each offer made by Braga Trasformatori and always available on the Company's website at www.braga-trasformatori.it/en/sales-conditions.pdf, have been read and explicitly accepted.

2.3 - Any request for changes to the order by the Customer must be made exclusively in writing and will be valid only if explicitly accepted in writing by Braga Trasformatori.

2.4 - It is the responsibility of the Customer to submit the order correctly specifying their personal data and indicating the billing and delivery address, explicitly reporting any changes compared to previous orders.

2.5 - It is the responsibility of the Customer to order the products correctly specifying all the technical, electrical, and construction characteristics requested.

2.6 - The Customer is aware of and accepts that the construction of the items by Braga Trasformatori may, if necessary due to material procurement, tolerance levels, and/or manual mechanical production needs, present differences, as minimal as possible, compared to any specifications, drawings, and/or past supplies.

3. Delivery

3.1 - Delivery terms, even if verbally agreed differently, start from the moment Braga Trasformatori sends its Order Confirmation to the Customer.

3.2 - Delivery terms are indicative only, are considered "subject to force majeure" and are computed in working days.

3.3 - Delivery date means the day when the goods are completed and ready for shipment. If, after completing the production of the ordered goods, it is not possible to proceed with the shipment due to causes beyond Braga Trasformatori's control, delivery shall be deemed to have taken place on the date when the goods were made available for shipment.

3.4 - Any delays in delivery do not entitle the Customer to

request or obtain any compensation.

3.5 - Braga Trasformatori delivers on working days, from Monday to Friday, from 8:30 a.m. to 12:00 p.m. and from 2:00 p.m. to 5:00 p.m.

3.6 - The goods always travel at the risk and expense of the Customer, even when delivery is agreed as delivered duty paid (DDP).

3.7 - In case the Customer picks up the goods and there are delays compared to the agreed delivery, the Customer must give notice of the new pick-up date at least 3 working days in advance. In any case, after 10 calendar days from the availability of the goods, without the Customer's pick-up, Braga Trasformatori will charge the Customer a daily storage fee of € 15.00, which must be paid before the pick-up of the goods. **3.7.1** After 15 calendar days from the availability of the goods, without the Customer's pick-up, Braga Trasformatori will proceed with invoicing, and the Customer will have to pay the balance within the agreed terms of the order.

3.8 - No complaints regarding the condition of the goods will be accepted after 7 calendar days from the delivery.

4. Returns

4.1 - Returns are not accepted without the written consent of Braga Trasformatori.

4.2 - Customers who are authorized in writing to return goods must do so strictly in accordance with the written instructions that Braga Trasformatori will send together with its authorization.

4.3 - Goods for which the return has been authorized are received, upon their arrival at Braga Trasformatori's headquarters, with "reserve of inspection".

5. Warranty

5.1 - Braga Trasformatori guarantees the quality of the product and that it is free from defects according to the law. The warranty is valid for 12 months from the day of delivery to the Customer.

5.2 - The validity of the warranty is subject to the correct storage and installation of the product and to its use, without exceptions, within the limits of its construction parameters and without tampering.

5.3 - The Customer is the only one who knows the specificities of their application field and is exclusively responsible for the choice of the product. Therefore, any malfunctions resulting from an incorrect choice of product in terms of technical, electrical or construction characteristics, or from an incorrect assessment of the operating conditions, cannot be attributed to Braga Trasformatori in any way.

5.4 - The Customer is responsible for the installation of the product and therefore for the correct electrical connections, in accordance with all current safety regulations.

5.4.1 - The warranty necessarily expires if the transformer has been put into service by the Customer or on their behalf without the appropriate and adequate protections on the primary and secondary windings.

5.5 - In the event of the installation of Braga Trasformatori's product in a machine, product or panel manufactured by the Customer or third parties on behalf of the Customer, the Customer cannot invoke any form of warranty if malfunctions of Braga Trasformatori's product occur and these are caused by malfunctions or defects of the machine, product, or panel in which such installation has taken place.

5.6 - The warranty includes exclusively the repair or replacement, at the discretion of Braga Trasformatori, of the defective components.

5.7 - Any form of warranty expires if there are obvious signs of tampering after delivery or improper use of the product.

5.8 - Warranty interventions can only be carried out by Braga Trasformatori; warranty intervention by third parties is only allowed with prior written authorization from Braga Trasformatori.

5.9 - For all warranty interventions, transport costs to and from Braga Trasformatori and the Customer's premises are always



borne by the Customer.

5.10 - Any eventual cost for the deinstallation/disassembly of Braga Trasformatori's product from the machine, product, or panel in which it is installed by the Customer or third parties, in order to carry out warranty interventions, is always borne by the Customer.

5.11 - If the Customer detects any defects, they are obliged to immediately suspend the use of the product and to notify Braga Trasformatori of the defects found within 7 solar days from the moment in which they were found.

5.12 - If the Customer detects the presence of defects, Braga Trasformatori will only have the obligation to provide for the repair and/or replacement of the parts that are found to be defective, with the exclusion of any liability for direct or indirect damages, also towards third parties, persons, and/or property. No liability can be attributed to Braga Trasformatori for production stoppages, delays or losses, direct and indirect damages to plants, things, persons, and services, even if their causes fall within the scope of the warranty or result from repairs and replacements.

5.12.1 - Any incorrect choice of product or the detection of incompatibility, even partial, with the specific application field of the Customer never constitutes a defect.

5.13 - The warranty is specifically excluded for supplies to the United States of America and Canada and in countries subject to the same legislation unless it has been explicitly guaranteed in writing by Braga Trasformatori.

5.14 - Any substantial non-conformity with the specifications clearly indicated by the Customer in the order and confirmed by Braga Trasformatori must be reported in writing by the Customer within 7 calendar days from receipt of the goods and before putting them into operation.

Braga Trasformatori, after the Customer returns the product to the factory, will check for any non-conformities which, if confirmed, will result in modification or replacement of the product in accordance with the order specifications without any charges; delivery of the product for inspection and any intervention by Braga Trasformatori, as well as the retrieval of the product after completion of these activities, are the responsibility of the Customer.

6. Transportation

6.1 - The goods are ex works at the Braga Trasformatori headquarters located at Via Labirinto n° 245 in Brescia.

6.2 - The Customer must arrange for the pickup, by giving prior notice, either directly or through a trusted courier.

6.3 - If the pickup is not done directly by the Customer and the delivery is made by a courier or by an employee of Braga Trasformatori, upon receipt of the goods, the Customer must immediately check the quality of the goods and its compliance with the transport document and/or invoice.

In case of any disputes related to delivery, the Customer must make a "reservation of rights" on the transport document, and inform Braga Trasformatori immediately by sending a copy of the document by fax to number 030/3580512 or by PEC to the address postacertificata@pec.braga-trasformatori.it. The notification must also be made to Braga Trasformatori by registered letter or PEC within 7 solar days from the delivery of the goods.

7. Prices

7.1 - The price of the products has been calculated by Braga Trasformatori based on the costs of raw materials at the time of the order. In the event of an increase in the price of raw materials by more than 5% following the receipt of the order, Braga Trasformatori shall have the right to increase the price of the products accordingly, by notifying the Customer of the increase, who shall have the right to refuse the increase; in such case, however, Braga Trasformatori may unilaterally cancel the order, without owing anything to the Customer.

7.2 - Any discounts must be indicated in writing by Braga Trasformatori.

7.2.1 - Where a discount has been applied for an order of multiple pieces of a single item, the Customer's request to decrease the number of pieces in the order - like any order modification subject to approval by Braga Trasformatori pursuant to Art. 2.3 - results in the forfeiture of the discount, unless explicitly confirmed.

8. Payments

8.1 - Payments must be made exclusively and without exception at the premises of Braga Trasformatori, directly and never to other parties.

8.2 - Invoices must be paid without any deduction that is not justified by a Credit Note issued by Braga Trasformatori.

8.3 - Payments must be made within the payment terms agreed in writing, as per the order confirmation sent by Braga Trasformatori to the Customer.

8.4 - Any payment delays will result in legal actions for the collection of credits.

8.5 - Furthermore, any delays in the payment of an order will result in the right of Braga Trasformatori to demand advance payment, before the delivery of goods, also for all other orders in progress of the Customer, regardless of the payment terms indicated in such other orders.

8.6 - Payment delays exceeding 10 calendar days compared to the agreed payment terms, as per the order confirmation sent by Braga Trasformatori, will result in the automatic debit of default interest at the legal rate under Italian Legislative Decree 231/2002 increased by 5 percentage points.

9. Property reserve

9.1 - If payment for the goods is agreed to be deferred, Braga Trasformatori reserves ownership of the goods supplied until full payment has been received.

9.2 - Any act by the Client that, without the explicit and prior written consent of Braga Trasformatori, prejudices the right of Braga Trasformatori to recover possession and/or sell the material subject to the property reserve, will be subject to legal action.

10. Suspension of supplies

10.1 - If Braga Trasformatori finds from objective data that the Client may not meet its obligations, Braga Trasformatori shall have the right to suspend supplies in progress for the part that has not yet been paid.

11. Competent court

11.1 - Governing law: Italian law applies; for anything not provided for, reference is made to legal provisions.

11.2 - Any tolerance by Braga Trasformatori of behavior by the Client in violation of the terms contained in this document does not constitute a waiver of the rights arising from the violated terms, nor of the right to demand exact compliance with all the terms and conditions provided for.

11.3 - For any dispute, interpretation or execution, the exclusive competent court is that of Brescia, with the exclusion of any other alternative and/or concurrent court.

12. Translation Disclaimer

12.1 - These General Sales Conditions have been translated from the original Italian text using automated tools.

While Braga Trasformatori has taken every effort to ensure the accuracy of the translation, there may be some differences in meaning between the Italian original and the English translated version.

12.2 - Any dispute arising from the interpretation or meaning of any word, sentence or article in the translated version of these General Sales Conditions will be resolved by referring to the original Italian version, which is available at www.braga-trasformatori.it/it/condizioni-vendita.pdf.

12.3 - The Customer agrees that the Italian version of these General Sales Conditions is the only legally binding version, and any disputes will be resolved in accordance with the Italian version.