

## General Terms and Conditions of Sale

This quotation, and any resulting sale, is expressly limited to the buyer's acceptance of the terms and conditions set forth below, except where modified by the proposal or quotation. Any additional or different terms and conditions submitted by the buyer shall not be acceptable to Boggi Aeronautics Srl and shall be of no effect nor in any circumstance binding upon Boggi Aeronautics Srl unless specifically accepted by Boggi Aeronautics Srl in writing.

1. **VALIDITY:**
  - 1.1 This quotation shall remain open for acceptance for sixty (60) days from the quotation date unless otherwise agreed upon. If the final purchase order calls for changes in the equipment or services which differ from those specified in the quotation, then the prices and schedules will be adjusted accordingly.
  - 1.2 This quotation, where applicable, in whole or in part, cancels and supersedes any previous quotations or offers made, written or verbally.
2. **PURCHASE ORDERS:**

Purchase orders shall be addressed to Boggi Aeronautics Srl, via Paolo Borsellino 1/B, Scandiano (RE), 42019, Italy.
3. **CURRENCY:**

All prices are in European Euros (€) unless otherwise stated.
4. **SALES AND SIMILAR TAXES:**

The prices quoted in this quotation do not include VAT or any other tax, of any nature, which may be imposed specifically as a result of this transaction. The amount of any tax applicable to this transaction or the use of the product involved shall be paid by the buyer directly to the appropriate taxing authority or to Boggi Aeronautics Srl if itemized in the invoice.
5. **PAYMENT TERMS:**
  - 5.1 50% of the total contract value will be invoiced after Boggi Aeronautics Srl's acceptance of the purchase order and shall be paid within 10 days by bank transfer.
  - 5.2 50% of the total contract value, will be payable prior to shipment by bank transfer.
  - 5.3 If payment is not made within 45 days of receipt of Boggi Aeronautics Srl's Invoice, any products relating to such Invoice will be restocked by Boggi Aeronautics Srl and any Initial payments or other payments received in relation to such products will be forfeited by the buyer and retained by Boggi Aeronautics Srl.
  - 5.4 Payment of products shall not be affected by any buyer's test or acceptance criteria.
  - 5.5 Late payments will entitle Boggi Aeronautics Srl to add a default interest rate amounting to the official interest rate from the bank of Sweden.
6. **RETENTION OF TITLE:**

Ownership of the products shall remain vested in Boggi Aeronautics Srl, until payment is received in full for each item in the contract or purchase order.
7. **DELIVERY TIME:**

The delivery time is anticipated to be 12-18 weeks from the date when all of the following have occurred:

  - 7.1 A formal purchase order is issued by the buyer to Boggi Aeronautics Srl,
  - 7.2 The deposit is received by Boggi Aeronautics Srl,
  - 7.3 The Letter of Credit covering the balance is received by Boggi Aeronautics Srl (if applicable),
  - 7.4 Boggi Aeronautics Srl accepts the technical and commercial content of the purchase order.
8. **SHIPMENT:**

Shipment shall be EXWORKS Incoterms Scandiano (RE), Italy.
9. **PART NUMBERS:**

Part numbers shall be determined upon final selection of hardware options and software interfaces by the buyer.
10. **CHANGES IN SPECIFICATIONS:**
  - 10.1 Boggi Aeronautics Srl operates a policy of continuous product improvement and therefore technical specifications may be subject to change without notice.
  - 10.2 Boggi Aeronautics Srl may replace listed delivery items such as cameras, recorders, PC computers or monitors to a later model with similar or better performance if the described model no longer is available on the market. The buyer shall be promptly notified of any such changes.
11. **FACTORY ACCEPTANCE TEST:**

The buyer shall be notified when the factory acceptance test will be carried out and shall have the option of witnessing the procedure. The factory acceptance test shall be completed by Boggi Aeronautics Srl in the event that the buyer does not attend.
12. **SYSTEM ACCEPTANCE:**

Boggi Aeronautics Srl shall have the right of final determination as to system acceptance.
13. **INSTALLATION AND CERTIFICATION:**

Installation and certification shall be the responsibility of the buyer.
14. **INSTALLATION SUPPORT:**

Any installation support provided by Boggi Aeronautics Srl shall relate only to the installation of items that it has supplied. Integration of all other third party items and ancillaries shall be the responsibility of the buyer. Boggi Aeronautics Srl shall not be responsible in the event that the installation cannot be completed due to unavailability of expert assistance on all other third party items and ancillaries.
15. **OWNERSHIP:**

The specifications, drawings, manufacturing data and other information transmitted between Boggi Aeronautics Srl and the buyer in connection with this quotation and any resulting purchase order or contract are the property of the originating party and are disclosed in confidence on the condition that they are not to be reproduced, copied, disclosed to third parties, or used for any purpose detrimental to the interest of the other party.
16. **EXPORT CONTROLS:**

Some of the items proposed are controlled items and classified as Dual-use Goods and Technologies and may require approval from the *Italian Authorities* as applicable when exported to countries outside EU. *When requested, it is the responsibility of the buyer to provide Boggi Aeronautics Srl with an end user declaration and a declaration of final country of destination.* While Boggi Aeronautics Srl will use its best efforts to ensure the timely receipt of such licenses, Boggi Aeronautics Srl accepts no responsibility for any delay in shipment due to delays in receipt or approval of such export licenses/certificates. The delivered goods are not controlled by the International Traffic in Arms Regulation (ITAR) or any US regulations when exported out of EU to countries outside EU. If the goods enter into US territory, a license from the US State department

- may be required for re-export.
- 17. PROHIBITED USES:**  
The buyer shall not, in any way:
- 17.1** Modify the product, except as permitted in the normal use of the product.  
**17.2** Reverse-engineer, disassemble, or make any attempt to copy the product.  
**17.3** Transfer the product to any person or entity in violation of any applicable export regulations.  
**17.4** **These commodities, technology or software may not be used in the design, development, production or use of nuclear, chemical or biological weapons or missiles.**
- 18. WARRANTY:**  
Boggi Aeronautics Srl warrants that the product is free from defects in material and workmanship for a period of two (2) years or 1500 operating hours, whichever occurs first from the date of shipment. Boggi Aeronautics Srl will repair or replace (at its option) any such device which is returned to the Boggi Aeronautics Srl factory office, with transportation charges at the buyer's expense and within the warranty period. The liability of Boggi Aeronautics Srl shall be limited to the repair or replacement of the device and shall not include installation, or any other charge or expense incurred. This warranty shall not apply to any unit or part thereof which, in the opinion of Boggi Aeronautics Srl, has been installed or used improperly; damaged by accident, misuse, or negligence; or altered or repaired in such a manner as to impair performance. Boggi Aeronautics Srl shall have the right of final determination as to the existence and cause of any such defect. Boggi Aeronautics Srl accepts no liability whatsoever for any extension to the warranty that is given by the buyer without Boggi Aeronautics Srl's express approval in writing. System accessories (third party items) such as recorders and monitors shall carry the original equipment manufacturer's warranty.
- 19. DISCLAIMER OF DAMAGES:**  
Boggi Aeronautics Srl shall not be liable for special, incidental, indirect, or consequential damages, under any circumstances, including, but not limited to, damage or loss resulting from inability to use the equipment, increased operating cost, loss of production, loss of anticipated profits, or special incidental, indirect or consequential damages, whether similar or dissimilar, of any nature arising from any cause whatsoever whether based on breach of contract (fundamental or otherwise), tort (including negligence), offenses, strict liability, or any other theory of law.
- 20. LIMITATION OF LIABILITY:**  
Boggi Aeronautics Srl shall not be liable for any indirect or consequential damages of any kind; or for any liability for breach of warranty, express, statutory, or implied, including merchantability, which is limited to those remedies expressly provided in this quotation, which remedies shall be exclusive.
- 21. NONWAIVER:**  
If Boggi Aeronautics Srl does not insist on strict compliance of the Buyer with any of these General Terms and Conditions of Sale, or fails to exercise promptly any right occurring from any default of the buyer, then the foregoing shall not impair Boggi Aeronautics Srl's rights in case of the buyer's default continues or in case of any subsequent default by the buyer.
- 22. GOVERNING LAW:**  
The rights and obligations of Boggi Aeronautics Srl and the buyer with respect to the Boggi Aeronautics Srl quotation and any resulting contract or purchase order shall be governed by the laws of Italy.
- 23. DISPUTE:**  
Any disagreements shall not be settled in court. The disputes shall be settled by arbitration according the rules of the Milan International Chamber of Commerce. The Arbitration Court shall apply the Italian law. The arbitration will be held in Milan. The arbitration will be in english.
- 24. ENTIRE AGREEMENT:**  
This Agreement, together with ancillary agreements, contains the entire agreement between Boggi Aeronautics Srl and the buyer, and no provisions may be waived, modified, or altered except by writing executed by both parties.