

## CONDITIONS OF SALES

**ORDERS:** All orders regarding our products will be considered accepted at our general conditions of sale. Any exceptions will be considered valid only if confirmed in writing by Freud S.p.A. - Società Unipersonale. Even if accepted through our sales personnel, orders are subordinate to our acceptance. The issue and dispatch of the order confirmation ratifies our formal acceptance of the order and the insertion of the material in our production and/or delivery cycles. Orders cannot be changed, varied or cancelled, not even in part, unless otherwise accepted by Freud S.p.A. - Società Unipersonale. Should the Customer's solvency be lacking, Freud S.p.A. - Società Unipersonale reserves the unchallengeable right to cancel the order or to postpone delivery of the material concerned.

**PRICES:** The prices indicated on the Freud price lists are fixed and invariable, "ex-works", excluding VAT, at net of packaging costs. The final prices are determined on the basis of the Freud price lists, discounts or net prices in force at the moment of delivery. The VAT rate shall be the one in force at the moment of delivery.

**DELIVERY:** The delivery terms indicated on the order confirmation are only an indication. Failure to respect said terms shall not prejudice the validity of the order, nor shall it constitute a reason for cancellation or a request for the payment of a fine and/or damages.

**CARRIAGE:** Goods are delivered at the buyer's own risk even if Freud S.p.A. - Società Unipersonale chooses a preferential courier or in case of goods consigned free at destination. Freud S.p.A. - Società Unipersonale claims no responsibility for goods that are damaged in transit, broken, stolen or tampered with.

**DELIVERY TERMS:** If shipment prepaid, we will debit freight charges for the same amount as paid by Freud to the service provider.

**PACKAGING:** A contribution of 0,7% of GOODS' value will be charged for packaging expenses. Freud will take care of packaging the goods in the best possible way to prevent damages during transportation.

**PAYMENT:** Payment shall be made directly to Freud S.p.A. - Società Unipersonale – Pavia di Udine (UD) ITALY. Rounding off or arbitrary deductions are not allowed.

**WITHDRAWAL FROM THE CONTRACT:** The buyer may withdraw from the contract, except where the goods have been clearly personalized. Withdrawal shall be formalized by writing a notice to

Freud S.p.A. - Società Unipersonale  
via Remigio Solari 7  
33050 Pavia di Udine (UD)  
ITALY

not later than 8 days from the date of delivery of the goods, clearly indicating the desire to rescind the contract. Notice may be sent via e-mail to [info@freud.it](mailto:info@freud.it); if sent by fax, send to fax number +39 0432 551440.

**WARRANTY:** all the tools are designed and manufactured according to meticulous procedures and are guaranteed without manufacturing defects. The products are covered by a warranty period of 18 months, from the date of purchase as per relevant purchase receipt.

The following cases are not covered by the warranty:

- modified or integrated tools (by way of example and not exhaustive: with welding, tip brazing, re-sharpening, re-balancing works, bore modification and in general everything that may change the original characteristics of the tool.
- parts of the tool subject to natural wear or deterioration due to proper use and defects of the tool attributable to the same causes.
- defects of the tool attributable to non-observance of the instructions for use; improper use; improper assembly; applications other than the original; conservation in abnormal environmental conditions; lack of general maintenance and care.
- defects of the tool caused by the use of non-original accessories, complements and spare parts.
- Minor anomalies of the product characteristics that do not invalidate the value and the performance of the tool
- accidental damages caused by the customer himself.

We claim no responsibility for direct and indirect damages due to an improper use of the product or inobservance of the provisions and conditions of use indicated on the tools, manuals and catalogues.

**Returns are not accepted unless previously agreed upon with Freud S.p.A. - Società Unipersonale.**

**APPLICABLE LAW AND COMPETENT COURT:** The contract herein is regulated by Italian law. The seller reserves the faculty to accept orders coming from countries outside Italian territory. Even in this case, however, contracts shall be drawn up in Italian. The seller reserves the faculty to change the current version of the general conditions herein at any moment and without notice, therefore when making the order, the buyer must periodically consult the document herein on-line to check the version applicable to the buyer at that moment in time. The competent court for any disputes which may arise is the judicial authority of Milan.

**SPECIFICATIONS AND DRAWINGS:** Freud products are subjected to continuous technological innovation, therefore Freud S.p.A. - Società Unipersonale reserves the right to make the necessary changes and improvements without any obligation arising for goods supplied beforehand. Our company will do its utmost to provide the correct descriptions, designs and any other information in our correspondence, catalogues etc., but Freud S.p.A. - Società Unipersonale claims no responsibility for any imprecision in the above-mentioned documents.

**OWNERSHIP RIGHTS:** All rights are reserved in compliance with the law. Freud S.p.A. - Società Unipersonale prohibits copying or reproduction of text, designs or illustrations, in all or in part, without written consent of the undersigned. The Freud trademark is regularly registered and protected. We reserve the right, from this moment on, to safeguard our interests in relations to any infringement in Italy or abroad.

**EXPORT CONTROL CLAUSE:** Deliveries and services (fulfillment of contract) will only be executed under the proviso that their fulfillment complies with national or international export control regulations and does not violate any embargoes or other sanctions. The buyer commits himself to supply all necessary information and documents necessary for the export or transfer to other EU member states. Delays due to export control assessments or export control licensing procedures invalidate terms and dates of delivery. When licenses are not granted, or the delivery and service is not licensable, this contract becomes void in respect of the affected parts. The buyer must in case of re-export of the items (hardware and/or software and/or technology and/or corresponding documents, irrespective of the mode of supply) supplied by Freud S.p.A. or services provided by Freud S.p.A. and its plants (including any sort of technical assistance) to third parties at home and abroad comply with all applicable national and international regulations of (re-) export control law.

## PERSONAL DATA PROTECTION

In compliance with art. 13 of EU Regulation 2016/679 (GDPR), Freud wishes to inform the customer that the personal data provided by him/her are necessary for the performance of the contract and will be processed exclusively for the fulfilment of the contractual obligations. The data controller is Freud S.p.A. Società Unipersonale, a sole shareholder company with registered office in Pavia di Udine, Italy, via Remigio Solari 7. The data may be disclosed to other companies that support Freud in the performance of the contract, or to other entities in the cases provided by the law. Your personal data will not be disseminated, and will be stored for the time needed for the performance of the contract plus any additional period required by the law.

For the assertion of your rights as well as reporting of data protection incidents use the following link:

<https://www.bkms-system.net/bosch-datenschutz>.

You are also allowed to ask for updates, rectifications or integrations of your data, can object to their use, obtain the updated list of any Data Processor involved and exercise any right provided for by the article 15 and ff. of the EU Regulation No. 679/2016.

For suggestions and complaints with regard to the processing of your personal data we suggest to contact our Officer for data protection:

Officer for Data Protection  
Information security and data protection Bosch Group  
Postfach 30 02 20  
70442 Stuttgart  
GERMANY  
Or  
Mail to: [DPO@bosch.com](mailto:DPO@bosch.com)

In case of violation of their rights, providers and consultants can refer to the supervisory authority concerned pursuant to article 77 of the EU Regulation No. 679/2016, without prejudice to the possibility to complain directly to the competent judicial authority.