

TECNO MECCANICA SRL

General Sales Terms and Conditions

Article 1 – Definitions

“Parties” shall mean “Seller”, hereinafter referred to also as “The Performer of the Order” and “Buyer” hereinafter referred to also as “Purchaser” or “Purchasing Party”;

“Seller” shall mean TECNO MECCANICA S.R.L.;

“Buyer” or “Purchaser” or “Purchasing Party” shall mean the Party that purchases the materials and the products indicated in the Purchase order.

Article 2 – General provisions

- a. These General Sales Terms and Conditions are integral part of the agreements stipulated between Seller and Buyer for the realisation, the execution, and the sale of materials, components, and products of the Seller.
- b. The General Sales Terms and Conditions are published on the catalogues and on the www.tecnolamiere.eu website; they shall be expressly reported in the Order confirmation and shall be binding for the contracting parties. The General Sales Terms and Conditions, published as indicated above, shall apply in any case, with binding effect, to all the commercial transactions occurring between Seller and Buyer, even if not explicitly reported in the Order confirmation.
- c. The Seller reserves the right to change or integrate at any time the General Sales Terms and Conditions, by notice in writing to be delivered to the Buyer in any way whatsoever.

Article 3 – Proposals and Orders

- a. The Orders made verbally or by telephone shall be valid and effective, only if confirmed in writing by the Buyer; in case the Buyer shall not send the same day an email confirming the order made verbally or by telephone, to the following email address ordiniclienti@tecnolamiere.eu, the Seller shall send through email, to the Buyer (Purchasing Party), the summary of the Order verbally or by telephone; from

the moment it receives said summary of the Order, the Buyer, can cancel the Order, without exceptions, within 5 (five) days; in case the Order is not cancelled it shall be considered fully valid and effective.

- b. The supply of materials, components, or products is the one reported in the Order Confirmation or in any following Integration or Modification of the Order Confirmation: in case of discrepancies between Order or Offer, and Order Confirmation, this latter shall apply; any condition or integration, included or expressed by intermediaries (representatives and similar) of the Seller, shall not be valid unless expressly indicated in the Order Confirmation.

Article 4 – Products: characteristics and changes

- a. The Seller has the right to make changes to the Products and components, in case they are considered necessary or appropriate, until the supply is completed, on prior communication and agreement with the Buyer.
- b. The type of materials shall be expressly and precisely indicated in the Order; it shall be explicitly mentioned in the order and in the technical documentation if they are M.O.C.A. materials (Materials and Objects in Contact with Food), otherwise, the Seller shall not issue “M.O.C.A.” declaration of conformity.
- c. In the Purchase Order of equipment by the Buyer, the maintenance frequency, as well as any relative costs, if known, shall be expressly reported, and shall be at the Purchaser’s charge.
- d. The articles subject of the Order shall be realised and produced by the Seller, in compliance with the technical drawing, in any format, received with the Purchase Order. For a better realisation of the articles and to facilitate the work of the technical office, the Seller may require the supply of the technical drawing also in formats different from the one received with the Purchase Order. The Seller shall realise the articles following the tolerances reported in the technical drawing supplied by the Purchasing Party (See ANNEX A).

- e. The dimensional tolerances, if not specified in the technical drawing supplied by the Purchasing Party, shall be those set by the UNI - EN Standards and specifically by the EN 22768 ISO-2768 Standard.
- f. In case there are specific written agreement between Seller and Buyer, regarding the changes of dimensions, superficial and non superficial treatments, and tolerances set forth in the technical drawing, it shall be necessary to refer to said agreement to assess the correctness of the articles.

Article 5 – Delivery terms of the Products

- a. Unless otherwise expressly and specifically authorised in writing by the Seller, all the sold Products shall be delivered “Ex Works” and the delivery address shall be indicated in the Order confirmation.
- b. If not otherwise agreed in writing by the Parties, any delivery terms reported in the Order confirmation are purely indicative and not binding for the Seller. Partial deliveries of the Products are allowed. Any impossibility or delay in performing a partial supply shall not entitle the Buyer to terminate the agreement relative to the entire supply, or to any compensation for damages.
- c. The Seller shall not be obliged to accept “returned products”, unless otherwise agreed in writing. The requests of “returned products” must reach the Seller within maximum 7 (seven) days from the date of receipt of the products, provided that they are in perfect conditions. The materials considered defected by the Buyer shall be delivered “Ex Works” to the Seller and, if the defect is confirmed and included within the responsibilities of the same Seller, said material shall be repaired or replaced – at the Seller’s sole discretion – and then returned “Ex Works” to the Buyer.
- d. In case the Purchaser shall not collect the products ready to be delivered within 15 (fifteen) days from the date of receipt of the “goods ready” notice, the Seller shall have the right to ship and stock the Products not collected. In this case, all the costs relative to the shipment and stocking of the Products not collected shall be at the

Purchaser's charge. The Purchaser shall not have the right to delay or withhold the payment of the Products not collected and/or stocked.

Article 6 – Force Majeure

- a. Both the Seller and the Buyer shall have the right to suspend the performance of their respective contractual obligations, in the event that said performance is rendered impossible or excessively onerous by an event beyond their control, such as, including but not limited to, natural disasters, strikes, lockouts, boycott, fire, war declared or not, civil war, revolt or revolution, requisition, embargo, power failures, and any other direct and indirect consequences deriving from said events, and that may affect the possibility of realisation of the products provided for by the agreement.
- b. The Party that intends to suspend its contractual obligations shall inform the other Party in writing about the occurrence of the force majeure events; in case the suspension due to force majeure shall last more than 45 days from said notice, each Party shall be entitled to terminate the agreement on written notice to be sent to the other Party at least 10 days before.

Article 7 – Acceptance of the Products - Claims

- a. The Buyer shall identify and indicate the most suitable packaging for the transport of the ordered materials and products to the place of destination, verifying the availability of said packaging at the Seller's facilities. If the type of packaging is not specified, the Seller shall pack the goods in the way considered the most appropriate to protect the materials relatively to their dimensions, weight, and type of raw material. In any case, if not expressly required by the Buyer during the arrangements phase, the Seller shall use packaging without impact-resistant certification and not suitable for the protection against atmospheric agents.
- b. The Buyer shall examine the Products on their arrival at destination and, in case of defects, lacks, or non-compliances, it shall send, under penalty of forfeiture, written

notice to the Seller's email address quality@tecnolamiere.eu, within 8 (eight) days from the receipt or delivery of the products.

- c. In case of damaged or defected packaging, the Purchaser shall immediately inform the carrier and it shall inform also the Seller through written notice to be sent to the following email address quality@tecnolamiere.eu, the same day. In case of deliveries carried out by the courier, if the products, on delivery, result damaged or defected, the Buyer shall formalise the complaint, regarding said products, directly with the courier.
- d. In case the Buyer takes the goods directly from our warehouse signing the Transport Document (D.D.T.), the same goods shall be considered suitably packed and fully accepted without reservation.
- e. The same procedure set forth in the previous point, is applied in case the goods are taken by a carrier on behalf of the Buyer.
- f. In case of "Ex Works", that is, goods shipped by the Seller through its own means or trusted Carrier, the Seller shall be responsible for ensuring the correct packaging of the goods and its handling during the loading operations; under no circumstances shall the Seller be held responsible for the unloading operations of the same goods.
- g. any product for which no complaint has been made on receipt of the goods, shall be considered approved and accepted by the Buyer.
- h. in case of hidden defects, that is, those that are not immediately identifiable at the moment of the delivery, the Buyer shall send written complaint through registered letter with return receipt or Certified Email, within 8 (eight) days from the identification of the same defects, and, however, without exceptions not over 12 months from the delivery;
- i. In order to prevent any oxidation of the articles and materials supplied by the Seller, the Buyer shall necessarily observe the good maintenance and preservation practice rules, included in the document annexed to these General Sales Terms and

Conditions (ANNEX B): the Seller shall not be held responsible, in case the Buyer shall not comply with such good maintenance practice rules.

l. The Seller shall not accept complaints and shall not be held responsible for complaints regarding oxidation and ferrous contamination phenomena of the materials and articles delivered, once the period of 8 (eight) days from the receipt of the goods has expired.

m. in case of claims and complaints, the Buyer, shall not be authorised to suspend or delay the payment of the delivered products and materials, not even for those considered defected or non-compliant by the same Buyer.

Article 8 – Prices and payment terms and conditions

- a) The prices of the products are not inclusive of VAT, which shall be paid as specified in the invoice.
- b) The prices of the products are not inclusive of taxes, duties, shipment costs, insurance, installation, and end users training;
- c) in case of delayed payments, default interests calculated at the European Central Bank official rate increased of 7 points shall be applied, starting from the date on which the payment should have been made;
- d) in case the Parties have not specified the payment terms and conditions in the sales documents, the payment shall be intended as “direct upon delivery” and shall be carried out immediately at the moment of the delivery of the products, which shall be delivered only on presentation of the proof of the wire transfer carried out by the Buyer and when the paid amount shall be available for the Seller at the relative Italian bank.

Article 9 – Warranty. Scope of application and exclusions

- a. the Warranty shall not apply and the Seller shall not be held responsible, in case of improper, non compliant, and unsuitable use of the articles and materials relatively to their technical characteristics; the Seller shall not guarantee the suitability of the products for purposes not reported in the Order and in the Order Confirmation.

- b. Warranties shall be expressly excluded in case of defects and damages deriving from improper assembly of the Products, intentional or unintentional tampering, improper maintenance, improper stocking, changes or repairs carried out by unauthorised personnel, negligence or incompetence of the assemblers.
- c. The Seller shall not be held responsible, neither shall take care of disassembling or similar operations, nor shall accept complaints regarding aesthetical defects or connected to dimensions, if the article is used or assembled by the Buyer.
- d. Complaints shall not be accepted, in case of scratches or other defects imputable to the quality of the raw material, if material produced has not kept at least part of the protecting film covering.
- e. Even in case of complaints about the products or their defects, once the existence of the same defects has been determined, the Seller may choose between repairing the products or replacing them: this warranty includes and replaces any other warranty provided for by Law, thus excluding any other form of liability of the Seller, relative to the articles sold. Specifically, any compensation for damages of any nature and type, or consequent to recall campaigns of the sold products is excluded.
- f. The Seller shall not guarantee the compliance of the products to particular specifications or technical characteristics or their suitability to specific uses, unless said characteristics have been expressly agreed in writing in the Order Confirmation.

Article 10 – Personal Data Processing

The Seller is the Data Controller of the Buyer's personal data processing and said data shall be collected and processed exclusively for the performance of the Commercial Transaction, in accordance with the Italian law for the processing of personal data (Legislative Decree 196/2003 and following amendments). The Buyer shall have the right to request the Seller the updating, integration, correction, deletion, and transformation into an anonymous form of the data.

Article 11 – Applicable Law

The applicable law is the Italian one. In case the Buyer has its headquarters in another Country, the Parties may agree if necessary, to apply the UN Convention (Vienna Convention) on contracts for the international sale of goods of 11 April 1980.

Article 12 – Jurisdiction

Any dispute that should arise between the Parties regarding the interpretation, validity, or execution of these General Sales Terms and Conditions, as well as of the single sales agreements shall be referred to the exclusive jurisdiction of the Court of Pistoia. Said jurisdiction can be changed only by the Seller.

Article 13 – Final provisions

- a) Any partial or total invalidity of single provisions within these General Sales Terms and Conditions shall not affect the validity of the remaining provisions;
- b) These General Sales Terms and Conditions are written in Italian, as well as in other languages; in case of doubt regarding their interpretation, the Italian version shall apply.