



GENERAL CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

In these General Conditions of Sale, the following words have the following meanings:

"Conditions" indicates the conditions of sale contained herein.

"Agreement" means an agreement for the sale of products, signed by Mazzer Luigi S.p.a. ("MAZZER") with third parties (Buyer) following acceptance of an Order.

"Products" indicates the products as per our Mazzer catalogues, customized products, and parts.

"Order" indicates a purchase order for products sent by the Buyer

2. SCOPE OF APPLICATION

These Conditions shall govern any agreement entered into by MAZZER in relation to the supply or sale of Products. In the absence of written agreement that specifically derogates to one or more of these Conditions:

2.1 Any other provision or condition, whatever its origin, whether express or implied, contained in an Order or the otherwise applicable due to customs and business practices, may regulate, or otherwise have relevance to any Agreement;

2.2 The acceptance by the Buyer of the delivered Products (except as provided in paragraph 2.3 and, in any case, subject to the other ways in which the acceptance of these Conditions may be manifested) shall result in unqualified acceptance of these Conditions;

2.3 Any Order shall be effectively accepted by MAZZER only in writing (Mazzer order confirmation / contract signed by the parties);

2.4 No statement made by MAZZER or on our behalf, in relation to the Products, shall either bind us in any way or towards any Buyer, or be interpreted as having a contractual nature, nor shall we be liable in this respect

3. PRICE AND PAYMENT

3.1 The price payable for the Products shall be the one expressly stated by MAZZER in the Order Confirmation or, failing that, the one shown on our Products price list in force, after deducting the amount of any discount granted by us in writing. We reserve the right to change the prices indicated in the price list at any time.

3.2 The price of the Products shall be increased by the amount, which shall be charged to You, corresponding to any taxes or duties applicable from time to time to the sale or supply of products.

3.3 In respect of all sums due to us, the terms of payment shall always be essential. Unless otherwise expressly agreed in writing, no discounts, rebates, or offsets shall be allowed.

3.4 In the event that you are in default with the payment terms set out above, without prejudice to any other rights accruing under the law or the Agreement, MAZZER shall have the right to immediately terminate the supply of additional Products under any Agreements in force at that date, without liability.

3.5 To all amounts remaining unpaid after the expiry of the term of payment, default interest shall be applied to the extent and in the manner prescribed by Legislative Decree no. 231 of 23 October 2002 as amended by Legislative Decree 192 / 2012 transposing Directive 2011/7/EU.

3.6 Orders accepted by us and confirmed cannot be changed or cancelled without our prior permission.

4. AMENDMENTS TO THE SPECIFICATIONS

In view of the continuous improvement of our products, MAZZER reserves the right to change, without notice, the design or specifications of any of our Products. The documents containing drawings, specifications, weight, size, or illustrations do not form part of the Agreement, unless otherwise agreed by us in writing.

5. CHARACTERISTICS OF THE PRODUCTS

All technical features, specifications and operating data are provided by MAZZER in accordance with what is prescribed by national or international standards recalled by us, or, otherwise, based on the characteristics of the product, our operational experience, and testing conducted by us or from our suppliers under normal test conditions. We shall not assume any responsibility for the adequacy or fitness of the Products for a particular purpose.

6. FORCE MAJEURE

The execution of an Agreement and, in particular (without limiting the foregoing), the performance of any obligation of delivery, is subject to change only if agreed in writing. Any Agreement may be cancelled by us in



case an event occurs that is beyond our reasonable control, including force majeure, war, riots, strikes, lockouts, ordinances or governmental regulations, national or local emergencies, fires, floods, earthquakes, droughts, storms, fog, accidents, strikes or labour disputes, shortage of materials, labour or transportation.

7. DELIVERY

7.1 The delivery date is the one indicated by us in the confirmation of order.

7.2 The delivery of the Products shall be carried out as set out in our order confirmation, and, in the absence of any specific indication of derogation, the shipment shall always be ex works at the MAZZER plant of Scorzè - Via Moglianese 113, 30037 Scorzè (VE). Mazzer therefore fulfills the obligation of delivery with the mere transfer of the Products to the Carrier.

7.3 In the event that the transportation of Products is to be borne by MAZZER, the latter shall have the right to choose the normally cheapest delivery method, unless otherwise agreed in writing. In the event that you require a different mode of transportation, any additional costs shall be borne by the Buyer.

7.4 Any delay cannot justify or authorize the application of penalties or compensation whatsoever.

8. PACKAGING

Product prices are inclusive of the cost of packaging, excluding any pallets which shall be invoiced to the Buyer unless otherwise agreed in writing.

9. LICENSES AND PERMITS

If a license or permit by the government of any kind is required for the supply, transportation or use of the Products, you shall be responsible to obtain such license or authorization (at its cost) and produce the documents proving its issuance at our request. You shall not have the right to withhold or delay payment of the price, in case of failure to obtain a license or a permit, and you shall also borne the costs or additional expenses incurred by us as a result of such failure.

10. TRANSFER OF RISK

10.1 The risk of loss or damage to the Products supplied by MAZZER be borne by the Buyer after the delivery or after being taken into custody by the Buyer, or, at least, in its name.

10.2 Ownership of the Products supplied under these Conditions shall be considered transferred upon receipt of the total amount agreed for the Products (together with any interest accrued thereon) and all other amounts due to us for products and services supplied to you on the basis of any other agreement between MAZZER and the Buyer. Prior to that time, if the Buyer is already in possession of the Products, the obligation of custody of the Products shall be borne by it.

10.3 Any returns shall be authorized in advance by our office and transportation to our Scorzè (Venice) plant shall be borne by the Buyer. Returns shall be deemed accepted only after inspection of the returned merchandise.

11. WARRANTY - LIABILITY

11.1 All products have a warranty of 24 months from the date of invoice of the goods.

The Buyer shall immediately check the status of the Products at the time of delivery, losing any warranty where such verification of compliance is omitted for "Obvious defects" or for those discrepancies immediately detectable from simple inspection of the Products (e.g., defects in material, colour, integrity, etc...)

Conversely, the Buyer is required to report any hidden defects (e.g. malfunctioning) that could not be detected at the time of delivery, within 8 days of discovery.

In such cases, after acknowledging the defect, MAZZER shall proceed with the repair or replacement of the damaged Products at its sole discretion.

11.2 Any liability for any loss or damage however caused, whether direct or consequential, is hereby expressly excluded. Except as provided in these Conditions, all conditions, warranties, and representations, whether expressed or implied, under the law in any way connected to the delivery or delayed delivery of goods/services, are excluded to the fullest extent permitted by law.

11.3 MAZZER shall not be liable, either in whole or in part, of any claims for non-compliance of Products or processes with any specifications or requirements of any nature in addition to those indicated in the product sheet and its technical instructions. It is the responsibility of the Buyer to determine whether the use of the supplied Products is suitable for the purpose for which it intends to use them.

11.4 MAZZER shall not be held in any way liable to the Buyer in the event of loss of earnings, loss of customers or



agreements and any other consequential loss that the Buyer may suffer or claim to have suffered.

11.5 The liability of MAZZER towards the Buyer or third parties pursuant to these Conditions (whether contractual or extra-contractual) shall not in any event exceed the price of the sold Products, unless otherwise expressly agreed.

11.6 Any defects attributable to wear and tear and/or natural and normal waste, as well as failures due to the negligence of the Customer or product misuse, improper installation or other causes not attributable to MAZZER, are obviously unrelated to the content of the warranty.

12. TERMINATION

12.1 Without prejudice to other rights and remedies derived from the law or from the Agreement, pursuant to Art. 1456 of the Civil Code, MAZZER may terminate any Agreement entered into with the Buyer, suspend deliveries of Products, and immediately stop the Products in transit, in the event of any of the following:

12.1.1 Non-payment by the Buyer, at the due date, of any amount due to us in relation to any agreements;

12.1.2 Breach by the Buyer of these Conditions or of any Agreement entered into with MAZZER;

12.1.3 Declaration of bankruptcy of the Buyer, or your admission to other insolvency proceedings, existence of executive orders issued against you, similar action brought against you in any jurisdiction.

13. CONFIDENTIALITY

All commercial information, drawings, shapes and specifications forwarded by us shall be considered confidential and you shall not disclose such information to third parties without our prior written consent, nor use it for purposes other than those authorized by us.

14. GENERAL PROVISIONS

14.1 In the event that one or more of the provisions of these Conditions is held invalid or unenforceable by a court or by a competent administrative body, such invalidity or unenforceability shall not affect the other provisions, which shall remain in full force and effect.

14.2 You may not assign or transfer in any manner, either in whole or in part, the rights arising from an Agreement without our prior written consent.

14.3 All notices under these Conditions shall be in writing and sent or delivered by hand or other means, with proof of delivery, at our office: Mazzer Luigi S.p.a., via Moglianese 113, 30037 Scorzé-Venezia.

14.4 Our rights shall not be deemed in any way prejudiced or waived by any possible extension, forbearance, or permission granted by us and our employees or agents to you and your employees or agents.

14.5 These Conditions and any modifications thereof, agreed upon in writing by the representative authorized by us, contain the entire agreement between the parties.

15. OBLIGATIONS ARISING OUT OF THE MANAGEMENT OF WEEE.

15.1 Given that the products covered by the Agreement fall within the definition of EEE, under Directive 2012/19/EU (implemented in Italy by Legislative Decree 49/2014), for sales made by Mazzer of equipment for the domestic market in the territory, the obligations under Legislative Decree 49/2014 are deemed fulfilled by the latter.

15.2 If the Agreement has as its object an EEE intended to be placed on the market in another Member State or third country, the obligations of achieving the minimum targets for recovery, recycling, disposal, as well as those of withdrawal of WEEE and every form communication to the Authority designated by the State relating to EEE placed on the territory of the State, shall be borne by the person defined as producer under Article 3 lett. f Directive 2012/19/EU. Therefore, when integrating the requirements of Article 3 lett. f Directive 2012/19/EU, the buyer is committed to meeting the obligations falling on the manufacturer, pursuant to the regulations of the State in which the sale is made.

16. JURISDICTION - APPLICABLE LAW

Each agreement shall be governed in accordance with the legal provisions of Italian law. Any question concerning the interpretation and/or execution and/or termination of any agreement, shall be subject to Italian jurisdiction. The Court of VENICE shall have exclusive jurisdiction over any controversy which might arise relating to interpretation and/or execution and/or termination of any agreement.



The Buyer declares to have read and expressly approve in writing clauses 7 (delivery); 11 (warranty-liability) and 16 (jurisdiction-applicable law).

For acceptance:

_____, date _____