GENERAL SALES TERMS AND CONDITIONS (rev. 2026/11)
Courtesy translation

Mazzer Luigi s.p.a. is a company that operates in the production and marketing of grinder/dispensers, coffee grinders and equipment for bars and coffee shops . These General Sales Terms and Conditions ("Terms and Conditions") apply to all sales of products (hereinafter "Products", as defined in Article 1) concluded between Mazzer Luigi s.p.a. ("Mazzer") and the client ("Client"). The Terms and Conditions, together with the special terms and conditions included in the Order Confirmation and in the documents attached to it, therefore constitute any and all rules applicable to every single contract between the Client and Mazzer and replace every other term or condition in conflict with them proposed by the Client verbally or in writing and not expressly accepted by Mazzer in writing. It remains understood that, in the absence of additional indications or agreements, the contracts concluded between the Client and Mazzer will be qualified as sales contracts pursuant to the applicable regulations.

1. DEFINITIONS

The following words (as the case may be, in plural form) will have the following meanings in these General Terms and Conditions:
"Product" indicates: (1) the product as per Mazzer catalogues; (2) the customised product and (3) the spare parts;
"Order" indicates an offer to purchase Products sent by the Client;
"Order Confirmation" indicates the express acceptance of the Order by Mazzer;
"Contract" indicates the contract for the sale of Products concluded between Mazzer and the Client.

2. CONCLUSION OF THE CONTRACT AND ITS CONTENT

2.1 The Contract is considered concluded only after a written Order Confirmation has been sent by Mazzer to the Client. Any collection of a down payment on the order by Mazzer does not constitute acceptance of the Order. The orders accepted by Mazzer can no longer be modified or cancelled by the Client without written agreement with Mazzer.
2.2 The Client is required to indicate or list in the Order the quantities of the Products and their code. No provision or condition, whatever its origin, be it explicit or implied, contained in an Order or otherwise applicable as a result of commercial customs and practices, may rule or in any case be relevant relative to the Contract.
2.3 The forwarding of the Order to Mazzer by the Client will entail the acceptance without reservations of these Terms and Conditions and of the special terms and conditions included in the Order Confirmation.
2.4 Any possible statement relative to the Products that is not included in the Order Confirmation will not have any contractual value, and will not entail any liability, even of a pre-contractual nature, against Mazzer.
2.5 The performance of a Contract is subject to variations and subsequent modifications only if agreed in writing between the parties.

3. DELIVERY

3.1 The delivery of the Products will take place as established in the Order Confirmation and, without any specific indication otherwise, delivery will always be done ex works at the Mazzer factory located in Via Moglianese 113, 30037 Scorzè (VE), Italy.

Mazzer therefore fulfils the obligation of delivering the Products by making the Products available to the individual appointed to collect them. Partial deliveries of Products by Mazzer are allowed.

3.2 The delivery deadline indicated in the Order Confirmation does not have an essential nature.

3.3 Any delays will not allow a request for penalties or indemnities of any kind.

3.4 If the Client and Mazzer have agreed that the transport of the Products is to be paid for by Mazzer, the latter will have the right to choose the normally most economical delivery method unless agreed otherwise in writing. Should the Client request a different transport method, the Client will pay the possible additional costs.

3.5 Should the Client delay collecting the Products, Mazzer reserves the right to invoice them before collection. In any event, the Client remains responsible for the holding costs and any other charge and liability for the storage and safekeeping of the Products.

3.6 The ownership of the Products will be considered transferred at the time of the full payment of the price (in addition to any interest that has accrued) and every other amount due to Mazzer based on the Contract. In the event of cancellation of the contract due to failure to pay the entire price, possible down payments will remain in favour of Mazzer as indemnity. The risk of loss or deterioration of the Products will become the Client's responsibility at the time they are made available for collection.

4. PRICE AND PAYMENT

4.1 The price due for the Products will be that expressly indicated in the Order Confirmation or, failing that, the price listed on the Product price list in force on the date of the Order Confirmation. Mazzer reserves the right to modify the prices indicated in the price lists at any time.

4.2 Unless indicated otherwise in the Order Confirmation, the price is considered net of all the charges relative to duties, taxes, transport costs, insurance, shipment, storage, handling etc., which will be paid for by the Client.

4.3 Unless agreed otherwise in writing, the price includes the cost of the standard packaging of the Products excluding any pallets, the cost of which will be charged to the Client.

4.4 Relative to all the amounts due to Mazzer, if not expressly agreed in writing, no discounts, set-offs or rebates are granted or allowed.

4.5 Without prejudice for what is provided for by Article 11 and for any other right granted by law or by the Contract, in the event of non-fulfilment, even just partial, by the Client, of the obligations listed in Articles 9 and/or 10, Mazzer will have: (1) the right to suspend the supply of Products relative to the Contract which have not been fulfilled and to other Contracts already concluded with the Client on the date of non-payment; (2) the right to claim the immediate payment of the price due for the other Contracts already concluded on the date of non-payment.

4.6 Default interest will be applied to all the amounts unpaid after the expiry of the payment deadline in the amount and according to the methods provided by Legislative Decree 9 October 2002, No. 231, which transposes Directive 2000/35/CE later replaced by Directive 2011/7/UE, in the text in force from time to time.

4.7 The Client is not authorised to delay or suspend the payment of the Products under any circumstance, including in the event of defects and/or non-conformity, except for the right to obtain the repayment of anything paid unduly (*solve et repete*), nor is the Client entitled to offset possible credits, unless agreed otherwise in writing.

5. MODIFICATIONS OF THE SPECIFICATIONS AND CHARACTERISTICS OF THE PRODUCTS

5.1 In light of its effort to constantly improve its Products, Mazzer reserves the right to modify without notice the design and specifications of each of the Products. The documents containing drawings, specifications, weight information, dimensions or illustrations will not be part of the Contract, unless agreed otherwise in writing.

5.2 All the technical characteristics, the specifications and the operating information are provided by Mazzer in conformity with the requirements of the national or international standards cited in the Order Confirmation or, failing that, based on the characteristics of the Product, the operating experience and the inspections conducted by Mazzer or its suppliers under normal test conditions. It is the Client's responsibility to determine whether the Products are suitable for the use for which the Client intends them, without Mazzer bearing in any way responsibility for the suitability of the Products for specific uses, even though communicated by the Client.

6. FORCE MAJEURE

6.1 Mazzer will never be considered responsible for the failure to fulfil any of its obligations if such failure is caused by strikes, industrial unrest, lockouts, epidemics, drought, unforeseeable circumstance, fires, shortage or lack of raw materials, delays or problems by the carriers and/or suppliers, compliance with orders of the public authority, uprisings, state of war, natural events, embargo, force majeure or any other cause beyond the reasonable control of Mazzer.
6.2 In the hypotheses listed in the preceding paragraph, Mazzer cannot be held responsible for any consequence deriving from the occurrence of those also for possible delays relative to the deadlines agreed.
6.3 It remains understood that, when the hypothesis listed in the first paragraph of this article occurs, the fulfilment deadlines will remain suspended until the circumstance which caused the suspension no longer exists. Should the impediment last for over 90 (ninety) consecutive days, each party will have the right to withdraw from the contract, without prejudice to Mazzer's right to the payment of the supplies of Products already carried out.

7. LICENCES AND AUTHORISATIONS

Should a government licence and/or authorisation be necessary for the supply, transport or use of the Products by the Client, the latter must make arrangements to obtain it at his or her own expense and produce the documents proving the issuance of such licence or authorisation at Mazzer's simple request. It remains understood that the Client will not have the right to withhold or postpone the payment of the price in the event a licence or an authorisation has not been obtained, and must also pay the additional costs and expenses incurred by Mazzer as a result of not obtaining it.

8. WARRANTIES ON THE PRODUCTS AND MAZZER LIABILITY

8.1 Mazzer guarantees that the Products have been designed and manufactured in accordance with the general safety requirement set out in Article 5 of Regulation (EU) 2023/998. The Products are covered by a warranty against defects pursuant to Art. 1490 of the Italian Civil Code for a maximum of 12 (twelve) months starting from the delivery, as provided for by Art. 1495 of the Italian Civil Code. Any complaints must expressly indicate the type of non-conformity and/or defect detected and the number of non-conforming and/or defective Products. The Client is required to keep the allegedly non-conforming and/or defective Products. No other warranty, expressed or implied, based on the law in any way applicable to the supply or delayed supply of goods/services, is applicable, unless referred to by these Terms and Conditions.
8.2 Mazzer may choose at its sole discretion whether to (1) reduce the price of the Products that were determined to be non-conforming and/or defective; (2) repair them or (3) replace them.
8.3 All the Products are also covered by a warranty pursuant to Art. 1512 of the Italian Civil Code. This warranty is provided: (1) on the mechanical components, for a period of 24 (twenty-four) months from the date of delivery of the Product; (2) on the electronic components, for a period of 24 (twenty-four) months from the date of delivery of the Product. Should the interventions covered by the warranty provided for in this paragraph be carried out at the Mazzer plant, Mazzer will pay for the cost of labour and the spare parts, it being understood that the Client will be responsible for the transport costs of the

Products. Should the interventions covered by the warranty provided for in this paragraph instead be carried out at another location, the transport costs of the spare parts and the costs of the actual spare parts will be paid for by Mazzer while the Client will pay the cost of the labour.

8.4 It remains understood that none of the aforementioned warranties covers: (1) the defects of the Products resulting from their unsuitable storage by the Client or by his or her assignees, or deriving from the use of the Products made by the Client in his or her production process, or in any case deriving from alterations or interventions, to which they were subjected at the Client's location or at that of his or her assignees; (2) the defects attributable to the deterioration and/or normal wear of the Products; (3) the defects due to the Client's negligence or improper use and/or incorrect installation of the Product; (4) the defects due to use and maintenance non compliant with the product sheet and/or the user manual (for example: the use of non-original Mazzer spare parts or components, such as burrs).

8.5. Mazzer will not be responsible for the non-conformity of the Products to different or additional specifications or requirements of any kind relative to those indicated in the product sheet and/or the user manual and technical instructions.

8.6 Mazzer will not under any circumstance be liable towards the Client, not even in part, for loss of earnings, loss of customers or contracts and any other consequential loss suffered or which the Client maintains to have suffered. Mazzer's responsibility towards the Client or towards third parties (whether contractual or extra contractual) cannot in any case exceed the price paid for the Products that turned out to be non-conforming or defective.

8.7 Any return of Products, for any reason whatsoever, must be authorised in advance by Mazzer and the transport costs will be borne by the Client. The Client must use the original packaging of the Products before handing them to the carrier for the return or, failing that, equivalent packaging which is any case suitable to guarantee the integrity of the Products returned. The return will be considered accepted only after verification of the merchandise returned.

8.8 The Client waives as of now the right of recourse (redress) against Mazzer pursuant to Art. 134, Legislative Decree 6 September 2005, no. 206, and equivalent provisions possibly applicable from time to time.

9. OBLIGATION OF CONFIDENTIALITY

All the commercial information, drawings, designs and specifications sent by Mazzer must be considered confidential. The Client therefore commits not to use them for purposes other than those authorised by Mazzer and to keep them confidential and not to disclose them to third parties, unless strictly necessary for the purposes of the legitimate use of the Products acquired, all the above information and/or technical data relative to the Products, their operation or use, as well as every administrative or commercial information relative to the Contract (price, payment terms and warranty, etc.). The obligations of this paragraph apply to the extent necessary to protect the know-how provided by Mazzer to the Client with reference to every aspect of the Contract.

10. RIGHTS OF INTELLECTUAL PROPERTY

10.1 The purchase of the Products and their use, direct or indirect, will not entitle the Client to any right of industrial or intellectual property held by Mazzer. Mazzer therefore retains every exclusive right to the commercial exploitation of its rights of industrial or intellectual property, including its know-how and the rights referring to its trademarks ("Intellectual Property Rights").

10.2 The conclusion of a Contract never transfers to the Client any right or title to the Intellectual Property Rights, which therefore remain the exclusive property of Mazzer. Any possible right granted to the Client relative to the Rights of Intellectual Property must be the subject of a separate and specific agreement.

10.3 Without an agreement in accordance with the preceding paragraph 10.2, the Client is therefore not authorised to register domains and/or social profiles which contain, refer or somehow exploit the Intellectual Property Rights. It remains

understood that should such activities be permitted by virtue of a specific agreement, the management of the sites and/or the web and social pages must take place in agreement with Mazzer and in accordance with the terms in which the permission was granted. At the end of the business relationship, for any reason whatsoever, every right to exploit all the aforementioned domains and/or social profiles will remain exclusively to Mazzer, to which the Client will be obliged to deliver the access credentials.

11. TERMINATION

Without prejudice to other rights and remedies deriving from the applicable law or the Contract, Mazzer can terminate ipso jure, pursuant to Art. 1456 of the Italian Civil Code, any Contract entered into with the Client in the event of declaration of bankruptcy of the Client, its admission to any insolvency procedure, the existence of enforcement orders against it or similar actions brought against the Client in any jurisdiction.

12. OBLIGATIONS DERIVING FROM THE WEEE MANAGEMENT SYSTEM

12.1 Given that the Products covered by the Contract fall under the concept of EEE pursuant to Directive 2012/19/UE (transposed in Italy with Legislative Decree of 14 March 2014, No. 49), for the sales made by Mazzer of equipment for the national market in the national territory the obligations provided for by the aforementioned decree are considered fulfilled by Mazzer.
12.2 Should the Contract involve an EEE destined to be introduced onto the market of another Member State or a third country, the obligations to achieve the minimum recovery, recycling and disposal objectives as well as the collection of the WEEE and every form of communication to the designated Authority of the State relative to the EEE introduced into the market of the State are the responsibility of the entity defined as manufacturer pursuant to Art. 3 letter 'f' of Directive 2012/19/UE. If, therefore, the Client meets the conditions pursuant to Art. 3 letter 'f' of Directive 2012/19/UE, it remains understood that he or she will be the only subject obligated to fulfil the obligations for which the manufacturer is responsible pursuant to the legislation of the State where the sale is carried out.

13. PROTECTION OF PERSONAL DATA

13.1 Pursuant to and in accordance with EU Regulation 2016/679, the personal data acquired by Mazzer directly and/or through third parties will be processed on paper, by computer or electronically for contractual and legal requirements, as well as to permit an efficient management of the business relations.
13.2 Failure to provide the data, where it is not compulsory, will be evaluated each time by Mazzer and will determine the resulting decisions relating to the significance of the data requested relative to the management of the business relation.
13.3 The data may be disclosed exclusively for the purposes indicated above and, consequently, processed only for those purposes by other subjects, and in particular by: *(i)* network of agents; *(ii)* factoring companies; *(iii)* banks; *(iv)* credit collection companies; *(v)* credit insurance companies; *(vi)* commercial information companies; *(vii)* professionals and consultants. For the same purposes, the data may be processed by the managers of the Mazzer financial and business area.
13.4 The Client may exercise all the rights of access, correction, updating, objection to the processing and cancellation of their personal data communicated granted by the law.

14. APPLICABLE LAW

The Contract will be governed and construed in accordance with Italian law, with express exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG).

15. JURISDICTION

15.1 Any dispute in any way connected to the Contract shall be subject exclusively to the jurisdiction of the Italian courts, pursuant to art. 25 of EU Regulation 1215/2012.

15.2 The court exclusively competent is the Court of Venice, Italy, excluding any other court.

16. PROVISIONS OF A GENERAL NATURE

16.1 Should one or more of the provisions of these Terms and Conditions be considered invalid or ineffective by a court or by a competent administrative body, that invalidity or ineffectiveness will not affect the other provisions, which will remain fully valid and effective.

16.2 The Client may not sell or transfer in any way, in all or in part, the rights deriving from a Contract without the prior written consent of Mazzer. The Client authorises Mazzer as of now to transfer to third parties the credit rights deriving from the conclusion of Contracts pursuant to these Terms and Conditions.

16.3 All communications pursuant to these Terms and Conditions must be made in writing to the addresses indicated in the Order and in the Order Confirmation, or in any case to those appearing on public registers.

16.4 Mazzer's rights will not under any circumstance be prejudiced or waived by any postponement, tolerance or permissions possibly granted.

16.5 These Terms and Conditions contain the entire agreement reached between the parties, except for special terms and conditions included in the Order Confirmation.

16.6 This is a translation of the Terms and Conditions drafted in Italian (Condizioni generali di vendita). In any event, for example in case of uncertain interpretation, the Italian language shall prevail.

For acceptance:

Place, Date: _____ Signature:_____

The Buyer declares to have reviewed and expressly approves in writing articles: 2.4 (Limitation of Mazzer's liability), 3.3 (Limitation of Mazzer's liability due to delay in delivery), 4.7 (Clause *solve et repete*), 6.2 (Force majeure and previous non-fulfilment by Mazzer), 8.2 (Mazzer's right to choose the applicable remedy in case of defects), 8.5 and 8.6 (Limitation of liability in the warranty on the Products), 8.7 (Charges for the return of the Products), 8.8 (Waiver of the right of recourse), 15 (Jurisdiction prorogation and exclusive competent court).

For acceptance:

Place, Date: _____ Signature:_____