# **GENERAL CONDITIONS OF SALE**

# **VALIDITY**

1. The following General Conditions of Sale regulate the sales relationship of products (in particular machinery) and services (in particular assembly, revamping, testing, in addition to the creation of software on customer specifications), both for simplicity defined indifferently "goods" , between CGS Automazione srl, hereinafter the Seller, and the Customer, hereinafter also the Purchaser. However, any general conditions prepared by the Purchaser cannot in any way be applied to the contracts, even if not expressly rejected at the time of their receipt. The Seller's conditions are understood to be accepted at the time of signing the purchase order, or, in any case, the conclusion of the contract.
2. These General Conditions of Sale, together with the technical specifications of the product, the order received by the Customer and the written acceptance (“Order Confirmation”) of the Selling Company constitute the contractual apparatus that regulates the relations between the Selling Company and the Buyer.
3. Any supervening total or partial inapplicability of any clause of these General Conditions of Sale, does not affect the validity of the other clauses.
4. Any agreement that is different or that derogates from these General Conditions of Sale must be agreed between the parties and formalized in writing.

# **TERMINATION OR WAIVER OF CONTRACT**

1. The Selling Company will have the right to suspend and / or terminate the Contract with immediate effect, at its irrefutable choice, by simple written communication to the Buyer in the event that the same does not regularly and promptly fulfill the payment of the price and / or 'agreed down payment / advance / down payment, or if the Purchaser makes recourse to out-of-court procedures for the reorganization of his debt exposure and / or over-indebtedness, is subjected to judicial insolvency procedure, or if his financial conditions change in order to put in place danger or even just make it more difficult for the Vendor to achieve the consideration (by way of example and not limited to: e.g. protests and / or non-payment of checks or bills or drafts, unpaid Ri.Ba., lack of funds available on the account current, injunctions, foreclosures, seizures and similar).

# **TERMS OF DELIVERY**

1. The terms of preparation and delivery of the goods, even if agreed, are purely indicative and are not binding for the Seller. Furthermore, compliance by the Seller with delivery times implies that any commercial and technical matter with the Buyer has been clarified and that the latter has completed all its tasks, such as, by way of example and not limited to, the delivery of any required certificates and approvals, presentation of documents or advance payment. Therefore, even if a certain delivery term has been expressly agreed, it is valid only from the moment in which the Seller has received the above; in any case, before the delivery deadline has expired, the Seller is allowed to extend it up to 1/3 of the delivery deadlines indicated, without this entailing any consequences for it.
2. In compliance with the provisions herein, the delivery terms run from the day following the confirmation of the order by the Seller or the conclusion of the contract. Delivery times and dates refer to the time of delivery at the seller's factory. However, if before the expiry of the deadline for delivery, the buyer is in default or there is a well-founded fear that it will default on the contract, the Seller has the right to totally or partially withdraw from the contract and to seek compensation for damages for non-compliance. The seller has the right to make partial supplies without this being able to change the price. Each partial supply is considered an independent contract.
3. In the event of a delay in delivery, the Seller cannot be held in breach of the obligation to deliver the goods, if the delay is not attributable to it or depends on the causes provided for in Article 11 of these Conditions, or if a of the hypotheses provided for by art. 7 paragraphs VIII and XI. In particular, the Seller is exonerated from the obligation to deliver within the given terms if due to force majeure or other events the production or supply of components, including third parties, is prevented and / or delayed, such as, always by way of example and not exhaustive, due to lack / unavailability of raw materials and / or services, import difficulties, strikes, wars, uprisings, exceptional natural events and events related to emergencies including health. Consequently, the Selling Company accepts every order without commitment of the actual delivery and the terms provided for the same and without any responsibility for them.
4. Compensation for damage due to failure or delay in delivery of goods not due to willful misconduct or gross negligence of the Seller is expressly excluded.
5. In case of cancellation of the order by the Buyer, the Seller is entitled to compensation for the resulting damages, if it has already undertaken the execution of the contract.
6. For the goods of which the status of "ready for delivery" has been communicated to the Buyer by e-mail, the Buyer is obliged, within four days of such communication, to carry out all activities aimed at making it possible , for the Seller, provide for delivery. Without prejudice to the fact that the burden and responsibility for the transport of the goods is borne by the Buyer, once the above terms have elapsed in vain, in the absence of specific indications from the Buyer, the Seller has the right to determine the methods and means of shipment of the goods sold, to be carried out with transport, at the headquarters of the same. In this circumstance, which will be communicated by certified e-mail, the obligation of delivery by the Seller will be considered fulfilled with the collection of the goods by the person in charge of the transport. Consequently, the Purchaser undertakes to immediately reimburse the loading and transport costs that will be communicated.
7. Delivery takes place at the seller's factory.
8. In any case, the Seller is released from the obligation to deliver the goods sold by handing them over to the carrier or forwarder. The related risks (of loss, damage or other) pass to the buyer at the time of delivery of the goods to the first carrier or forwarder at the seller's factory: this even when it has been agreed that the supply is free or that the shipment or part of it is taken care of by the Seller and also when the goods must be previously transported to another company for processing.
9. Alternatively to the above or in case of postponement of delivery at the request of the Buyer, the Selling Company is authorized to keep the goods at its discretion, reserving the right to charge storage costs and in any case to request payment for the same.

# **TESTING**

1. Once the goods have arrived at the Buyer's premises, the latter will inform the Seller of this, who will arrange for the assembly and / or installation of the same. Once this is done, the fitter or installer will compile and deliver to the Buyer, in copy, a "final assembly / installation report". This report, once signed by the Buyer, will have the function of a positive test report and thus the goods delivered and assembled or installed will be accepted by the Buyer as complete in all its parts and fully functional. In case of failure by the Purchaser to sign the final assembly / installation report, the same will be delivered to the Purchaser or to the same communicated by PEC and will also assume the function of a positive test report, if not contested with PEC by send to the Seller within 3 days from the date of delivery or sending by PEC.

# **GARANZIA**

1. L’Acquirente si obbliga a verificare diligentemente lo stato dei beni, immediatamente al momento della consegna.
2. A pena di decadenza della garanzia, la denuncia di vizi apparenti od occulti, che dovrà essere sempre effettuata per scritto, nei termini previsti dalla legge, dovrà specificare con precisione il difetto riscontrato e il bene a cui si riferisce.
3. Al fine di verificare se i beni rispondono ai requisiti stabiliti nel contratto, occorre far riferimento alla condizione dei beni nel momento in cui escono dallo stabilimento della Venditrice.
4. Qualora venga accertata la sussistenza di vizi dei beni venduti e questi siano imputabili alla Venditrice, essa provvederà alla sostituzione di quella parte dei beni che risulti difettosa, oppure, a discrezione della Venditrice medesima, all’eliminazione dei difetti nei tempi tecnici che si renderanno necessari essendo l’Acquirente tenuto a considerare entrambe le condotte come assorbenti ed escludenti ogni altro effetto previsto dall’art. 1492 c.c. e tali da risarcire ogni proprio danno.
5. In caso di vizi dei beni riscontrati successivamente alla consegna, l’acquirente, a pena di decadenza dal diritto di garanzia, dovrà custodire i prodotti difettosi o non conformi separatamente ed interromperne immediatamente l’utilizzo, consentendo alla Venditrice di verificare la sussistenza dei vizi entro e non oltre dieci giorni dalla denuncia
6. La Ditta Venditrice garantisce che i beni e, in caso di sostituzioni parziali, le parti di ricambio, saranno di buona qualità, immuni da vizi e da difetti di lavorazione e manodopera e garantisce inoltre il buon funzionamento degli stessi, nei limiti derivanti dalla loro concezione costruttiva e /o dal loro sviluppo. La garanzia sarà di 12 mesi decorrenti dalla data di fine montaggio/installazione Per le parti di ricambio la garanzia decorre dal ricevimento dei beni. Il termine di garanzia non verrà prorogato per effetto di eventuali riparazioni o sostituzioni durante il corso della garanzia.
7. La garanzia si limiterà alla riparazione od alla sostituzione delle parti riconosciute difettose e non opererà per le parti soggette a normale usura, nonché per guasti causati da sovraccarichi, imperizia nell’uso, negligenza, inosservanza delle istruzioni di utilizzo e manutenzione date dalla Ditta Venditrice o dai suoi montatori e tecnici e/o contenute nell’eventuale manuale di manutenzione ed uso.
8. L’Acquirente decadrà dalla garanzia: a) se non farà effettuare dalla Ditta Venditrice il montaggio e/o l’installazione dei beni; b) se non eseguirà a regola d’arte le operazioni di sua spettanza; c) se eseguirà e/o farà eseguire da terzi, senza preventiva autorizzazione scritta della Ditta Venditrice, riparazioni, sostituzioni, modifiche od altri interventi durante il periodo di garanzia; d) se non rispetterà le prescrizioni fornite dalla Ditta Venditrice e/o contenute nell’eventuale manuale d’uso e manutenzione circa il corretto uso, la regolare manutenzione dei beni e/o i periodici controlli; e) se non effettuerà i pagamenti entro i termini convenuti.

# **RESPONSABILITA’**

1. La venditrice è esonerata da ogni responsabilità che non dipenda da dolo o colpa grave.
2. In caso di responsabilità della Venditrice nei confronti dell’acquirente, comunque il risarcimento del danno non potrà superare il valore dei beni oggetto del contratto, nell’esecuzione del quale si è realizzata la condotta della Società che è risultata pregiudizievole.
3. Le esclusioni o le limitazioni di responsabilità della Venditrice sono ugualmente applicabili alla responsabilità personale dei suoi impiegati, operai, assistenti, agenti e persone ausiliarie.
4. L’acquirente è tenuto a manlevare la Venditrice ed a tenerla indenne di quanto eventualmente ad essa richiesto, anche a titolo di risarcimento danni, da parte di terzi per lesione di diritti che siano addebitabili, anche solo in parte, all’Acquirente.

# **DIRITTI DI PROPRIETA' - OBBLIGO DI RISERVATEZZA**

1. Rimangono di titolarità della Ditta venditrice i diritti di proprietà industriale ed intellettuale, d’autore relativi ai beni venduti e come tali non potrannoessere dati o in uso e/o utilizzo oppure ceduti o a terzi senza l'autorizzazione scritta della stessa.
2. Progetti, disegni, istruzioni di montaggio, cliché, software ecc. sono di proprietà esclusiva della Ditta Venditrice indipendentemente dalla partecipazione dell'Acquirente ai costi di produzione.
3. L'Acquirente è obbligato a mantenere riservate tutte le informazioni e documenti di carattere tecnico ricevute dalla Ditta Venditrice e comunque apprese durante il rapporto. Tale obbligo rimarrà in vigore per l'Acquirente per la durata di tre anni a far data dall'ultima consegna ad esso effettuata.

# **PRICES AND PAYMENT CONDITIONS**

1. The prices of the agreed goods are to be understood as plus VAT, if and to the extent due, at the rate in force at the time of delivery and / or shipment and in addition to any other taxes, duties, taxes and duties, including customs duties. Except for specific agreements, prices are always expressed in Euros and include only the usual packaging where required.
2. The prices of the agreed goods are intended ex works and do not include either the transport of the goods to the Buyer's headquarters or insurance, or any other charge that the Buyer undertakes to reimburse immediately if they have been anticipated by the Seller. . These prices are intended solely as consideration for the quantities ordered and confirmed, for the material and types of goods expressly described in the contract. Therefore, any other services are not included in these prices, which instead must necessarily be specified by the buyer with the order of the goods.
3. Unless otherwise agreed in writing, the payment of the price of the goods must be paid by the Buyer, without deductions, within thirty days from the date of issue of the invoice, by bank transfer to the bank account indicated from time to time by the Seller or to by cashier's checks at the headquarters of the same*.*
4. Different payment methods, however legitimate, must be specifically indicated on the invoice and / or on the order confirmation to be valid.
5. Payments made in other ways, or to people without a specific written proxy for collection, do not exempt the Purchaser from responsibility, who must therefore always view the collection power of attorney. Any discount on the price of the goods granted by the Seller will lapse if the payment is not made within the agreed terms; the. (In case of payment agreed with deferral, the applicable interest rate will be the legal one in force plus 3 points.
6. Payments by the buyer are first attributed to the latter's already overdue debts. If expenses and interest have already accrued, the payment will be charged in accordance with the provisions of art. .... 1194 of the Italian Civil Code) ... In the event of non-payment, even partial, of the price of previous supplies, the Seller will have the right, as well as to invoke the forfeiture of the benefit of the term pursuant to art. 1186 cod. civ., to withdraw from the contract not yet executed (in whole or in part), or to suspend its execution, with the simultaneous right to compensation for damage.
7. After eight days from the due date of the payment without this having intervened, the Selling Company has the right to issue a draft on demand including the interest accrued at the rate indicated below.
8. In the event of non-payment and / or delayed payment, the default interest will start from the day of the expiry date at the rate from time to time provided for by Legislative Decree 9 November 2012, n. 192. Said interest will be immediately payable.
9. The Buyer cannot compensate for credit reasons that it assumes to claim against the seller with debts always assumed against the latter, unless this is expressly authorized in writing by the Seller. The price will remain firm and unchanged even if the buyer, for any reason, has the assembly and / or installation carried out by third parties.
10. If an installment payment has been agreed, the non-payment and / or delayed payment, even of a single installment, will entail for the Buyer, in addition to the consequences referred to in art. 8 VI, the forfeiture of the benefit of the term and will make the entire residual credit of the Seller immediately payable.
11. In the event of a change in the Buyer's equity or financial situation, the Selling Company reserves the right, at its sole discretion and without prejudice to the provisions of art. 2, the right to demand adequate guarantees. Any bank effects and any drafts authorized by the Buyer constitute mere payment by installments and can never constitute a novation. Payments cannot for any reason be delayed, suspended or interrupted without the prior written authorization of the Seller. In order to avoid and / or delay the agreed payment, the Purchaser will not be able to propose actions and raise objections regarding the contract and / or its execution, but will be required to pay in full as agreed. Any right, even of repetition, of the Buyer can be asserted against the seller only after such payment.

# **RIGHT OF DOMAIN - NON-PAYMENT**

1. All the goods sold are subject to the retention of title in favor of the Seller, until the complete and definitive payment by the Purchaser of all credits arising at the time of the conclusion of the contract and also of all other possible debts of the Purchaser towards the Seller.
2. The Selling Company may register the sold goods in the appropriate registers with the competent Court at the expense of the Selling company. The contracting parties agree that, in this case, the non-payment or the delay of even a single installment, the attachment or seizure of the machinery in a place other than that of delivery of the same, as well as the failure, even if only partial, of the agreements made this office, are considered as '' important facts '' pursuant to art. 1455 of the Italian Civil Code.
3. In the event of total or partial non-fulfillment of the contractual conditions by the Buyer, the Seller Company will notify the fulfillment in writing within seven days, expressly agreed by the parties, after which the contract will be deemed resolved in vain. In this case, the Seller will have the right to withhold what has been collected, by way of indemnity for the use of the goods sold and reimbursement of expenses incurred for any reason, including for the recovery of the assets and subject to compensation for the greater damage suffered.
4. Before any seizure or foreclosure, the Buyer is obliged to inform the bailiff that there is a reserved domain, agreed here and to inform the Seller of these facts within 24 hours. The Buyer is not allowed to transfer the goods elsewhere.

# **PRODUCT QUALITY AND TOLERANCES**

1. Indications on the performance and qualitative parameters of the machines offered are measured with the applicable DIN or ASTM or ISO methodology (except for different agreed methods) with relative approximations, therefore, if the machinery supplied does not exactly correspond to the indications, but is within the tolerances, in any case a liability of the Seller is excluded.
2. The quantity confirmed by the Seller is always intended with a tolerance of 10% more or less, deriving from the characteristics of the materials used.
3. In the event of production peaks or for reasons of force majeure, the Seller exercises the right to entrust part of the work to specialized external companies, previously selected and managed according to the quality and health and ethical self-control systems of the Seller.

# **IMPOSSIBILITY OF THE BENEFIT AND NON-IMPUTABILITY OF THE NON-PERFORMANCE**

1. The seller may suspend the execution of its contractual obligations if such execution is made impossible or unreasonably burdensome by an impediment independent of its will such as, by way of example but not limited to, strike, boycott, lockout, fire, earthquake, flood, war (declared or not), civil wars, riots and revolutions, requisitions, embargoes, power outages, health emergency and all those causes that are normally included in the concept of force majeure or fortuitous event.
2. If the circumstances of force majeure or unforeseeable circumstances constitute a permanent, definitive and irreparable impediment to the execution of the service by the Seller, it will have the right to terminate the contract.
3. Likewise, the Seller will not be required to perform its own service if its execution is made impossible or unreasonably onerous due to all those events and circumstances external to the Seller and dependent on third parties with whom they collaborate or with whom it has commercial and / or professional relationships, such as the submission of the latter to bankruptcy proceedings.

# **CONTROVERSIE - LEGGE APPLICABILE**

1. The place of fulfillment for both parties to the contract is Carmignano (PO).
2. The only law applicable to all legal relationships and legal relationships between the Seller and the Buyer is Italian law, with the exception of the provisions of the United Nations Convention dated 11/04/1980 on contracts for the international sale of machinery.
3. For all disputes arising from these General Conditions or connected to them, as well as those arising or connected to the contracts between the Seller and the Purchaser and those relating also to the non-contractual obligations of the latter, the jurisdiction will be the Italian one and will be competent in the Court of Prato is exclusive.

Stamp and signature of the seller Stamp and signature of the buyer

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