

based on ICC International Chamber of Commerce General Conditions of Sale (Manufactured Goods)

## GENERAL CONDITIONS OF SALE

### **Art. 1 – Standards negotiated by agreement**

- 1.1 The GIUGNI Srl General Conditions of Sale here below (so called “GCS” from now on), unless any additional exceptions clearly agreed in writing, govern this sale offer amongst the Parties.
- 1.2 Any general condition from the buyer will not apply unless clearly accepted in writing; in this event, however, the mentioned general condition from the buyer will not rule out the effectiveness of these GCS with which in any case they must be coordinated.
- 1.3 This GCS is governed by the United Nations Convention on the International Sales of Goods and, with respect to questions not covered by such Convention by the laws of Italy. Any use and/or practice amongst the parties are not binding upon GIUGNI Srl
- 1.4 Joining to these GCS, including all the contracts and the following actions, unless clear different agreement in writing, do not grant the buyer any exclusivity right, nor granting relationships, commission or mandate, with or without representation, as well as do not confer to the buyer the right to use in whatever form the brands or other markings from GIUGNI Srl

### **Art. 2 – Turning the offer into a contract and its object**

- 2.1 The sending of these GCSs by GIUGNI Srl does not mean that GIUGNI Srl is accepting possible requests referring to other deals in course; by the way, the mentioned GCS are replacing and cancelling all other requests previously proposed by one of the parties.
- 2.2 The sending of advertising material by GIUGNI Srl (i.e. catalogues, dépliant, price lists or any other material showing the products) without the clear word "offer" or equivalent word, is not an offer and is not binding to GIUGNI Srl. The words "without commitments", "subject to availability", "subject to prior sale" or others similar quoted by GIUGNI Srl in the offers do not bind GIUGNI Srl to the conditions of the offer even in case of acceptance of the offer by the buyer – subject to subsequent confirmation in writing or conformable execution from Giugni Srl
- 2.3 The sending of a purchase order by the Customer represents an irrevocable proposal of contract.
- 2.4 The sending of a purchase order and the delivery of the goods to the buyer entail at the same time the total acknowledgment, knowledge and acceptance of these GCS.
- 2.5 The purchase orders are accepted by GIUGNI Srl only upon written approval from GIUGNI Srl
- 2.6 Subject to what stated by the previous article, GIUGNI Srl accepts only purchase orders duly signed and stamped by the buyer and issued in the following mode: (a) as contract, and/or (b) on headed paper from the buyer, (c) by fax or e-mail of the buyer, (d) confirmed by the buyer with a stamped and signed official offer.
- 2.7 The offer from GIUGNI Srl duly stamped and signed by the buyer, sent back by e-mail to the same GIUGNI Srl, is in all respects a contract.
- 2.8 GIUGNI Srl may accept at its discretion possible phone orders; they will not bind GIUGNI Srl unless confirmed in writing.
- 2.9 GIUGNI Srl will not accept any orders from the buyer if they do not comply with a previous offer discussed between the parties, unless clearly confirmed in writing by GIUGNI Srl
- 2.10 GIUGNI Srl is not bound, unless explicit confirmation, by any declarations of their agents, representatives, distributors and any other commercial partners.
- 2.11 The receipt without clear and explicit reservation, by the buyer, of non-compliant products (i.e. different type, quantity, conditions) compared to those stated in buyer's request or in the offer sent by GIUGNI Srl, implies the acceptance of the supply and the conditions proposed by GIUGNI Srl, to the buyer. The mentioned reservations – even if in form of remarks or adjustments of the supply conditions – will not be effective if not sent from the buyer in writing, immediately after the delivery of the supply and, in any case, within 8 days from the date of delivery.

- 2.12 GIUGNI Srl is free to modify and to update its GCS at any time, including price lists and offers. In case of a written offer, the conditions quoted on the same offer shall be in force for the mentioned validity period. Printing, typing and calculating errors on order confirmations or invoices from GIUGNI Srl, if clearly recognizable by ordinary diligence, shall not be binding on GIUGNI Srl that reserves the right to charge possible discrepancies/differences later on.
- 2.13

**Art. 3 – Technical data and documents; samples**

- 3.1 All technical data, dimensions, characteristics, performances, colours, weights, prices and any other data referring to the equipment and other products shown on the website and/or by the technical and advertising documentation from GIUGNI Srl (i.e. catalogues, leaflets, memorandums, price lists, drawings, technical data sheets, pictures), as well as the characteristics of samples and models sent from GIUGNI Srl to the buyer, are purely indicative. These data are not binding except to the extent that they have been expressly mentioned as such in the offer and/or in the written order confirmation from GIUGNI Srl Any statement or third-party advertisement are not binding to GIUGNI Srl in any way.
- 3.2 Any drawing or technical document that allows the production of the products, or its parts, delivered to the buyer, remains exclusive property of GIUGNI Srl and cannot be copied, reproduced, transmitted to third parties without prior agreement in writing by GIUGNI Srl. GIUGNI Srl remains also the exclusive owner of any intellectual or industrial property right of the products and parts.
- 3.3 GIUGNI Srl reserves – in its sole discretion and without prior notice – the right to modify the equipment without affecting the performance, the quality and the look of the products. The colours and shapes of the painted parts are approximate because of the technical impossibility to keep the colour shade constant over time; GIUGNI Srl declines any responsibility for any shade and shape variations that may occur over time as well as for enquiries of matching extra equipment in different moments according to colour; in any case GIUGNI Srl will do its best to supply the best technical solution available.

**Art. 4 – Responsibility of the producer**

- 4.1 GIUGNI Srl manufactures its equipment in compliance with the regulations in force in Italy and in EU; the parties must previously agree, in writing, any specific requirement and the buyer bears in full the risk of any difference between the Italian standards and those of the country of destination, keeping the seller harmless from and against all liabilities.
- 4.2 GIUGNI Srl is liable for injuries to the people and property damages, caused by the manufactured equipment, only in case of proven negligence in the manufacture of such equipment; in no event shall be liable for indirect or consequential damages, production losses or missed profits.
- 4.3 Given the above, the buyer shall indemnify GIUGNI Srl in all third-party actions based on responsibilities originated by the equipment sold and delivered as well as the damages arising from claims in question: GIUGNI Srl may involve the buyer who, on its part, must take all the necessary steps to intervene in its judgement filed by third parties.

**Art. 5 – Responsibility of the buyer**

- 5.1. In general, the buyer has the duty and the responsibility to notify, in writing, to the manufacturer and prior to the acceptance of this offer, all the print works to perform with the equipment supplied by the manufacturer. More specifically, the buyer must give to GIUGNI Srl all the information regarding the materials to use (with special regards to the types of films/materials to print, to the possible treatments, to the types of inks to use, speed, inner and outer environmental conditions, working conditions) and furthermore anything that may be relevant for the good functioning of the equipment and the positive final processes to perform.
- 5.2. The buyer is required at the time of the order to provide the manufacturer in writing with all the information regarding its specific application (materials, inks, colour, line characteristics, environmental, regulations, etc.) and to provide all materials, samples and any other detail is necessary. The notification after the date of the order will not imply any obligation for GIUGNI Srl and the supply will be deemed compliant with reference to the standard operating conditions.
- 5.3. GIUGNI Srl shall be in no way held responsible for the functioning of the equipment, for the quality of the print or for any other problems due or caused by omissions of the buyer.

**Art. 6 – Delivery**

- 6.1. Unless otherwise agreed in writing between the parties, GIUGNI Srl will deliver the products ex works at its factories (EXW INCOTERMS 2020 and related updates). If requested, GIUGNI Srl will take care of organizing

the transport by choosing the means of transport that he deems most appropriate, in the absence of specific instructions from the buyer. However, the responsibility of the goods during the journey / unloading / handling / positioning of the goods remains with the buyer even when Giugni Srl was in charge of the transport or organization of the same. The cost of transport / unloading / handling / positioning will be added to the price of the products purchased.

- 6.2. Whatever delivery date agreed between the parties, it as to be intended as approximate and not binding on GIUGNI Srl. In case of lack of raw materials, or in case the buyer does not supply the technical data and/or technical information (for manufacturing the products) and/or the advance payments and/or the L/C in due time, the delivery time will not be considered valid or binding. GIUGNI Srl is not obliged to start the production of the equipment until the overcoming of the respective impediment.
- 6.3. The delivery time is deemed to be fulfilled when the equipment is delivered in compliance with the point n. 6.1. or, in any case, when GIUGNI Srl delivers the goods to the carrier promptly. In any case, GIUGNI Srl is not responsible for any delays due to transportation.
- 6.4. The buyer who fails the receipt of the goods in the agreed terms must refund GIUGNI Srl the warehouse charges of the goods until the new delivery date or selling to third parties, that can be done after 30 (thirty) days from the delivery date originally agreed.
- 6.5. The failed or delayed fulfilment of a partial delivery does not involve the breach of the obligation of the main delivery and will have no effect on the other partial deliveries.

#### **Art. 7 – Prices**

- 7.1. The prices quoted from GIUGNI Srl on offers, order confirmations and on invoices (and/or the equivalent in foreign currency, where agreed) are based on the internal price list, in Euro, VAT not included, which is in force on the day that the order is confirmed, and based on the evaluations of GIUGNI Srl.
- 7.2. Unless otherwise specified, all the prices are exclusive of carriage, installation, start-up, training and any other tax, duty or right. Applicable taxes are those in force on the date of invoicing.
- 7.3. Possible discounts on the prices applied by GIUGNI Srl shall be valid only if agreed in writing and will be applicable only in case of full compliance with the agreed terms of payment.
- 7.4. If changes in raw material costs and/or labor costs of GIUGNI Srl occur such to increase the original price on the offer over 5%, the price will be adjusted accordingly. In the event that the price increases by more than 30% because of such adjustment, the buyer may withdraw from the contract by registered letter, but only for products that have not been delivered yet or not produced yet. Within 30 (thirty) days of receipt GIUGNI Srl can avoid the withdrawal by declaring to the buyer that the percentage of increase will be not over 30%.
- 7.5. Any work and supply “out of standard range” (as machining, components, technical specifications, special requirements or any other features different from the standard ones by GIUGNI Srl) requested by the buyer, if not already coded and listed in the pricelist, after GIUGNI Srl approval, will be quoted to the buyer, case by case.

#### **Art. 8 – Payment**

- 8.1. Unless otherwise agreed, the terms of payment and the methods thereof are those previously agreed with GIUGNI Srl and as stated on the relevant Client personal data.
- 8.2. GIUGNI Srl must authorize in advance and in writing any payments to do through its Agents, Representatives and/or commercial partners. Any debt securities, if accepted by GIUGNI Srl, are subject to the condition “subject to collection”.
- 8.3. Any delay or irregularity in payment will give GIUGNI Srl the right to suspend the supplies and/or to cancel the contracts and/or to cancel the ongoing orders, even if not related to the payments in object, as well as the right to claim any damages. As from the expiry date of the payment, the interest for late payments in the extent provided by the Law will be automatically due.
- 8.4. In no case the buyer can balance or compensate the prices with credits, if any arisen, against GIUGNI Srl, unless prior written permission of the latter. In any case, for the license of the payment, the Parties will refer to the provisions of the Art. 1193, co. 2 c.c. (Italian Law). The buyer is required to pay in full even in the event of disputes.

#### **Art. 9 – Reservation of title**

- 9.1. Where the payment has to be made in full or in part after the delivery, the products delivered remain property of GIUGNI Srl until the full payment of the agreed price, as provided by the Art. 1523 c.c. (Italian Law).

- 9.2 GIUGNI Srl will have the right to resume possession of any product sold with reservation of title and the buyer will bear the related costs; GIUGNI Srl will be authorized to withhold any sum received in payment, as a penalty. In case the buyer sells the products to third parties, GIUGNI Srl will transfer its rights to the prices of the products until the full payment.

**Art. 10 – Force majeure**

- 10.1. In all cases of force majeure that may occur (by way of example, but not limited to: earthquakes, pandemics, wars, natural or social disasters, lack of supplies and materials, even partial, significant or unpredictable increases in the price of the same or fire, collapses, floods, disturbances in transport, strikes, lockouts or other similar events, which prevent or reduce the production capacity of GIUGNI Srl or block transport between the GIUGNI Srl plant and the place of destination of the products), GIUGNI Srl will be entitled to an extension of the terms of delivery of the products at a later date. It will be the obligation of GIUGNI Srl promptly notify the buyer, in any written or verbal form, of the occurrence of the cause of force majeure, provided that this is not already widely disclosed by the mass media. After 12 months have elapsed and the situation of force majeure persists, the buyer may terminate the contract, by written communication by registered letter with return receipt, sent in advance by fax or e-mail, but. In any case, it will have to pay GIUGNI Srl the amounts promised as an advance, down payment or deposit which, if already delivered, will be retained by the latter. GIUGNI Srl will not, in any case, be bound by any obligation to compensate the buyer for any direct or indirect damage connected with or deriving from the delayed or non-execution of the contract.

**Art. 11 - Modifications; invalidating clauses**

- 11.1. The English text only is the authentic one for the interpretation of the present GCS.  
11.2. Every mention to documents as price lists, general sales conditions or other material from GIUGNI Srl or from third parties is understood to refer to the said documents in force at the time of the mention, unless otherwise specified.  
11.3. Any amendment or integration made by the parties to the contracts to which these GCS apply shall be made in writing, or they will not be considered valid. The derogation of one or more provisions of these GCS must not be interpreted extensively or by analogy and does not imply the will not to apply the GCS as a whole.

**Art. 12 – Claims**

- 12.1. For all disputes related to or linked to the contracts to which these GCSs apply, the only valid jurisdiction is Modena Italy.

**Art. 13 – Privacy**

- 13.1. Any technology and/or information about the production and the sale of the parts (including technical tips, design and any other information related but not only to) patented or not, will have to be treated as extremely confidential and will not be used or disclosed to any third parties in absence of prior permission in writing.

**Art. 14 – Order cancellation**

- 14.1. If the cancellation of an already confirmed order, where the production stage has already begun, occurs and if an account payment to start production, as agreed between the parties, has already been transferred to GIUGNI Srl, the said account payment will be hold by GIUGNI Srl as compensation for the production costs charged until the order cancelation.  
14.2. Regarding goods not subject to advanced account payments, GIUGNI srl has the right to demand a sum corresponding up to 30% of the total order value, to be reckoned according to the actual commercialisation and/or re-saleability of the said goods resulting from the order cancellation.

**Art. 15 –Legal warranty**

- 15.1 Unless otherwise agreed between the Parties, GIUGNI Srl guarantees that its products (excluding those parts not produced by GIUGNI Srl) are free from defects for a period of 1 (one) year from the delivery date to the plant of the buyer.  
15.2 To benefit from warranty service, the buyer must keep the sales invoice of GIUGNI Srl  
15.3 The warranty is void in case of (i) damages caused during transport; (ii) negligent or improper use of the products; (iii) failure in following the instruction of GIUGNI Srl regarding the assembly and the functioning of the product; (iv) lack in ordinary maintenance and/or improper preservation of the products; (v) normal wear of moving parts; (vi) repairs or modifications carried out by the buyer or by third parties without written authorisation from GIUGNI

- Srl; (vii) faults caused by, or due to, parts assembled/added directly by the buyer or by third parties without written authorisation from GIUGNI Srl; (viii) anomalies or breakages resulting from the incorporation of the product in third lines, by whoever the incorporation is carried out; (ix) faults caused by, or due to, consumables from third parties used by the buyer without written authorisation from GIUGNI Srl.
- 15.4 In case of obvious defect, the buyer must advise GIUGNI Srl about the facing problem or fault within 8 (eight) days from delivery of the products, or within 8 (eight) days from the date of discovery of a hidden defect or non-detectable by a non-technical person, unless different agreement by the parties or by law, as stated on the Art. 1495 C.C. After the above-mentioned terms, the buyer accepts the products as they are.
- 15.5 The claims must be carried out in writing and must quote clearly the faults and/or the problems as well as the references regarding the transport document or the invoice or the order confirmation from GIUGNI Srl. Moreover, on request by GIUGNI Srl, the buyer must attach to the claim adequate photographic documentation. The non-complete claims are not valid.
- 15.6 In the event of a single component defect, and provided that the buyer's complaint is covered by the warranty and notified within the terms set out in this article, the buyer has the right to restore the conformity of the goods by repairing or replacing the individual component. Disassembly and reassembly are under responsibility of the buyer.
- 15.7 Only in the event that the product of Giugni Srl can be identified as a "machine", the hours of labor provided by the technicians of GIUGNI Srl are also included in the warranty, as notified and approved above. for on-site repairs (to be agreed between the buyer and GIUGNI Srl, based on the availability of the technicians themselves). All out-of-pocket travel costs such as round-trip travel, room and board, downtime on site not attributable to technicians remain at the expense of the buyer.
- 15.8 If a claim is in whole or in part unfounded, after on-site verification and inspection from GIUGNI Srl, or the exposed problem is not due to the conformity of the goods, or there's no problem at all, or the problem is due to the incorrect use of the goods/equipment by the personnel from the buyer, etc., the buyer is bonded to repay GIUGNI Srl about the expenses paid for the inspection (trip, verifications, etc.), as well as the expenses for the transport, the control, the travelling and subsistence costs, etc., if incurred by GIUGNI Srl
- 15.9 In any case the buyer will not be able to claim warranty against GIUGNI Srl if the amounts of the supply are not paid according to the conditions and the terms agreed.

**Art. 16 – Final provisions**

- 16.1. Any communication between the parties will be sent to the respective addresses resulting from the commercial correspondence.
- 16.2. Where GIUGNI Srl omits, at any time, to: a) to perform any of these provision GCSs, or b) to request at any time to the buyer to perform any of these GCSs, this cannot be understood as a present or future renunciation of said provision, nor will affect in any way the right of GIUGNI Srl to ask to perform later any of the provisions. The explicit renunciation by GIUGNI Srl to any of the provisions of the GCSs, will not be a waiver to claim the respect of said provision to the buyer in the future.
- 16.3. One of the parties cannot transfer this contract, in whole or in part, without written authorisation from the other party.

Modena – Italy – November 18<sup>th</sup> 2022