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**U.E. STATES GENERAL CONDITIONS OF SALE**

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**Article 1 (Documentation):**

The Seller shall deliver to the Purchaser general and/or detailed drawings of the Machinery supplied, without any other delivery duty concerning also the construction drawings, which will be part of the “Technical File” kept by the Seller in accordance to European laws. This “File” establishes also the Machinery compliance to health and safety requirements provided by the European rules; drawings, illustrations and instruction delivered for the Machinery installation and use can't be reproduced or assigned to third party or be used for purposes which are different from using the Machinery sold.

Every data of technical nature concerning efficiency, production, consumption, speed, etc. are to be deemed by way of example. The Seller reserves the right to deliver the Machinery and its parts, with those changes necessary or useful, without giving previous notice to the Purchaser, tough respecting health and safety requirements mentioned above.

**Article 2 (Delivery terms):**

The delivery term stated in the Contract has not peremptory character.

The expiring of this term is anyhow bound to the payment of the advances agreed in Contract.

Ninety (90) days after the expiration of the delivery term, the Purchaser can require, by registered letter, the fulfilment within further ninety (90) days, expired which, the part of performance non-fulfilled is deemed extinguished with proportional refund of the amount paid in advance.

If the delay in delivery is due to causes of force majeure or fortuitous events, the relevant delivery term has to be deemed automatically postponed for a period of time equal to the duration of the unexpected occurrence.

Force majeure causes are also: strikes, shortage of electrical energy, pandemic events (= as Coronavirus disease 2019 – COVID 19”), flooding events, custom stops, lack or shortage of the necessary commodities, measures taken by civil or military authorities, suspension - even partial – of air, rail, sea traffic and of any other means of transportation, accidents, civil war, riots, economic embargoes, storms, accidents, etc.

The delivery term is, anyhow, bound to the shipping/sending by the Purchaser, at the dates established by any Order Confirmation, of what follows: drawings regarding moulds and/or equipments already owned by the Purchaser, samples of products and plastic material + caps for

the starting production and any other samples in the amount requested, to allow the Machinery test execution.

**Article 3 (Delivery execution):**

The delivery of the Goods shall be performed Ex-Warehouse/Free on Board.

When the Goods are ready, if it is not possible to carry out the forwarding, for causes which don't depend on the Seller (for example, suspension of transportation, non-acceptance by the Purchaser, etc.), expired eight (8) days after sending the notice to the Purchaser that the Goods are ready to be delivered, the Seller is relieved from any liability from preserve and custody the Goods and any other consequence of loss or wear and tear, which doesn't depend only on war events or force majeure causes, but any other cause, will heavy only upon the Purchaser, independently from the Seller's right to deposit the Goods not withdrawn, in accordance with Article 1514 of Italian Civil Code.

If, after three (3) months of the notice of Spot Goods, the Purchaser doesn't withdraw of the Goods, unless force majeure causes, the Seller can deem the order voided, with consequent right to be refunded of any damages borne.

**Article 4 (Transport):**

Even if the Seller undertakes the subsidiary obligation to forward the Goods at the Purchaser, they are carried at the Purchaser's risk, who must check them upon arrival and in case of average occurred during the haulage, forward the relevant claims to the Freighter.

The Goods are not covered by transport insurance, unless the parties otherwise agree in the Order.

**Article 5 (Test):**

When is provided by contract a production test, it is agreed that:

- I) in the case the Purchaser wish to be present during test operations of the Machinery executed at the Seller's factory, the test will be performed before the delivery, after which, the Machinery has to be considered as accepted by the Purchaser, relieving the Seller from any liability, except the hidden defects which can't be recognized for their nature during the test;
- II) in the case the Purchaser wish to be present during tests operations at his own factory, has to expressly request it in written at the moment of the order and in any case is agreed that:
  - a) during the period between the delivery and the test, the Seller has the right to perform all necessary or useful tests needed to take the Machinery at the level of peak productivity.

- b) the period between the delivery and the performance of the test is the necessary time to install and adjust the Machinery sold and during this period it can't be used for ordinary production aimed to sale. Therefore, the Purchaser relieves from any liability which can derives from putting up the sale or other employments of the production, before the test;
- c) during the starting, the Seller shall notify to the Purchaser, when the "line" or the Machinery will be ready for production test. One (1) week later the notification, the production test shall be performed and the Purchaser has to undersign the "Test Certificated". In the event it is not possible to perform the test within the date mentioned above, for causes not depending on the Seller, and the Purchaser hasn't notified his will to proceed in accordance with the following paragraph, the production test has to be deemed as positively executed, even without the signature of the respective "Test Certificate" and the warranty term shall start from the date the test had to be performed;
- d) in the event the production test can't be performed within the date mentioned above, for causes not depending on the Seller, the Purchaser can decide to postpone, notifying in written to the Seller, the execution of the test for a period, at the most, of three (3) months (or a different period to agree). In this case, the Purchaser has to fulfill the payment agreed in contract, as well as the test has been executed with a positive result, besides to protect and preserve the Machinery until the execution of the production test; the Seller has the right to control in any moment the fulfilment of these commitments; both will establish the date of execution and, anyhow, within the term agreed, the Seller can examine the Machinery before the test execution, to check possible defects or wears and tears due to the non-fulfilment by the Purchaser of the duty to preserve and custody the Machinery; in the event is necessary any intervention to eliminate these defects or deteriorations, the respective costs will be totally borne by the Purchaser; if the test won't be executed within three (3) months (or a different date agreed) for causes not depending on the Seller, the production test has to be deemed as positively executed, even without the signature of the respective "Test Certificate" and the warranty term shall start from the date the test had to be performed on request of the Seller, in accordance to the letter c).

### **Article 6 (Installation):**

Upon Purchaser's request, the Seller can lend his own skilled technicians to install the Machinery at the Purchaser's factory.

If the total amount of installation, starting and testing is not agreed, these operations executed by Seller's skilled technicians, will be charged observing the Meccanoplastica tariff in force at the moment of execution of the performance and the costs concerning board, lodging and travel will be charged at the foot of the list.

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The Purchaser is liable, as consignee, of the tools and of any other spare parts owned by Seller.

The costs for possible installation of the Machinery at the Purchaser's factory must be paid at the receiving of the invoice.

**Article 7 (Defects and Dissimilarity):**

Claims for defects or dissimilarity to the agree has to be notified by registered letter, under penalty of forfeiture, within eight (8) days since the delivery, in accordance to Article 1495 of the Italian Civil Code or, in the cases provided by Article 4), since the Goods has reached the destination, or only for the hidden defects, since their discovery and are deemed hidden only those defects that can't be discovered after a careful and complete check, which the Purchaser has to carry out upon the delivery. Any claim can be raised in any case, either as action or exception, within a (1) year since the delivery, after which, in absence of any judicial or extrajudicial action, every right will be prescribed.

**Article 8 (Warranty for defective working):**

The Seller guarantees the proper mechanical working of the Machinery sold, for a period of twelve (12) months. The warranty covers only the replacement of the broken or defective pieces, which depends on the bad quality of materials or construction. This warranty doesn't cover defects deriving from the natural wearing or inexpertness and negligence of the Purchaser and the pieces, for the quality of the material or nature of their employment are subject to a quickly wearing and to utensils of the Machinery. The warranty is excepted when the Machinery is used not in comply with the "Instruction for use" mentioned in Article 1). The warranty of the engine and of the electric/electronic parts eventually supplied as completion of the Machinery ceases when it starts.

The failures or defects must be declared, under penalty of forfeiture, by registered letter, within eight (8) days since their discovery. When the Seller recognizes the existence of defects, he is obliged to replace the defective parts, excepted if they have been tampered by the Purchaser trying to modify or repair them by the Purchaser and provided all contractual obligation have been fulfilled.

The indemnity for damages and any other refund are expressly excepted.

The parts to replace must be sent by the Purchaser and at his charge, to the Seller's factory, who will replace the pieces as soon as possible, with the delivery at his own warehouse. The costs deriving the performance for new installation will be borne by the Purchaser.

The test regarding defects and their causes shall be executed, when it is possible, at the Seller's factory and all the respective costs will be borne by the Purchaser, besides any and all other cost deriving from the execution of this test, whenever requested.

**Article 9 (Delayed payment):**

Instalment payment sale or however, by delayed payment, totally or partially, shall be executed under condition upon the ownership, in accordance to Article 1523 of the Italian Civil Code and the Seller can take all the actions provided by the law to oppose his rights against third party, including the possible owner of the real estate (Art. 2664 C.C.) and the Purchaser has to fulfill all the formalities necessary to the purpose.

If the contract is rescinded, owing to Purchaser's default, before the complete payment of the price, the part of amount already paid will be deducted as indemnity.

**Article 10 (Payments):**

The payments must be executed directly at the Seller's legal office in Campi Bisenzio (Florence - Italy) or to a person provided of a regular written mandate to collect.

Payments concerning to this Contract will be executed in accordance to the terms and conditions agreed; any other kind of payment accepted by the Seller has not to be deemed as a precedent to rely on for the following payments.

The issue of a bill of exchange as warranty or to covering the total or partial amount can't, in any case, involve a novation of the credit and of its causal.

Claims or complains regarding the execution of the Contract don't give to the Purchaser the right to suspend the payments and the claims regarding the supply won't be accepted if the Purchaser hasn't fulfilled the payments.

In case of delayed payment, will mature for the Seller an annual interest rate of 3,50% higher than the annual official rate of discount granted by the Banca d'Italia and the Purchaser authorises since now the Seller to issue a sight draft, regarding to the due amount, expired ten (10) days after the term agreed.

**Article 11 (Assignment):**

The Purchaser can't assign this Contract to third parties, without the Seller's previous written consent.

**Article 12 (Custody):**

If the Goods owned by the Purchaser will be in the Seller's factory, the Seller won't be liable of the possible damages occurred, excepted for the measures which can be refunded by third parties or by the Assurance company, excepted however any further liability deriving from any other title.

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**Article 13 (Liability):**

On the ground of compliance presumption to the health and safety requirements of the construction and projecting phases stated by the Marcatura CE set on every Machinery, the Seller is relieved by burden of proof of his exclusion from the liability of any accident to person or to thing, due to or occurred during the use of the Machinery, delivered or repaired and also during the execution of test or trial requested to the Purchaser's firm.

**Article 14 (Spare parts):**

The pieces replaced belonged by the Purchaser will remain at his disposal for eight (8) days within which the Purchaser can withdraw them or give directions for their supply, at his charge; expired this term, the Seller is authorised to deem them as wreckages of his property, without any other indemnity.

**Article 15 (Fiscal Burden):**

The invoices and any other documents will be made up with regard to fiscal effects in accordance to the law in force in Italy and at complete charge of the Purchaser.

Present and future taxes, different from income taxes, regarding this Contract and its invoicing, will be entirely borne by the Purchaser.

**Article 16 (Settlement of disputes):**

All the disputes arising in connection with the interpretation and execution of this Contract, excepting of the proposition on discretion of the Meccanoplastica S.r.l., of any legal claims for the payment of the due consideration, also with recourse for injunction decree, which can't be friendly solved, will be settled by a Board of Arbitration in accordance with Article 806 and following of Italian Procedural Civil Code, as modified by the act of the 5th Genuary 1994 n. 25 adding Article 832 and following, regarding the International Arbitration and in accordance to what is expressly provided by the Regulation of the Arbitration Chamber at the C.C.I.A.A. of Florence.

The arbitration petition can be started and the respective proceeding takes place also during the completion of the supply and before of the execution of the test.

The Board of Arbitration shall be formed and takes place in Florence. The Board will decide with regard its competence.

The fulfillment of each obligation of the parties deriving by the execution of this Contract is not suspended by the pendency of the Arbitral proceeding.

**Article 17 (Conclusion):**

With the signature here at the foot by the Purchaser, The Contract will be entirely accepted, including the general conditions of sale.

Signed for and on behalf of

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MECCANOPLASTICA S.r.l.

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**Vexatious clauses:**

In accordance to Article 1341 of the Italian Civil Code, the Purchaser expressly approves the following clauses: Art. 2 (Delivery terms); Art. 3 (Delivery execution); Art. 5 (Test); Art. 7 (Defects and dissimilarity); Art. 8 ( Warranty for defective working); Art. 13 (Liability); Art. 16 (Settlement of disputes).

Signed for and on behalf of