
EXTRA-U.E. STATES GENERAL CONDITIONS OF SALE – Rev. 1

Article 1 (Definitions):

- 1.1. "Seller" hereinafter shall mean the Meccanoplastica S.r.l., a company incorporated under the law of the Republic of Italy, whose legal office is situated in Florence, having as business purpose the production of machinery for blowing plastic hollow bodies.
- 1.2. "Purchaser" hereinafter shall mean the....., a company incorporated under the laws of.....whose legal office is situated in....., having as business purpose the production of.....
- 1.3. "Machinery", "Equipment", "Machine", "Commodities", "Goods" hereinafter shall mean the products manufactured by the Seller and bought by the Purchaser, according to the specifications agreed upon by the parties in each Order, as hereinunder defined.
- 1.4. "Order" hereinafter shall mean any request made by the Purchaser to the Seller, with as subject matter the purchase of a Machinery or a part of it.
- 1.5. "Incoterms" hereinafter shall mean the standard clauses codified by the International Chamber of Commerce with the purpose to uniform the interpretation and use of the most common conditions for sending/shipping, carrying, delivering used in the international trade.
- 1.6. "Instruction Manual" hereinafter shall mean any and all the instruction that the Purchaser has to comply with using the Machinery or during the maintenance works, besides to any and all other information deemed necessary for the Purchaser, which will be delivered with the Machinery along with the Delivery Note.
- 1.7. "Freighter" hereinafter shall mean the subject appointed by the Purchaser for the transport of the Goods from the Seller's warehouse to the Purchaser's one.
- 1.8. "Carrier" hereinafter shall mean the subject appointed by the Freighter to perform the actual carriage of the Goods.
- 1.9. "Annex" hereinafter shall mean the part of the Contract in which further specifications to the provisions under this Contract are enclosed.

Article 2 (Purchaser's Obligations):

- 2.1. In consideration of the provisions hereinunder, the Purchaser undertakes:
 - 2.1.1 - to appoint a Representative, who shall deal with the relations between the Purchaser and the Seller;
 - 2.1.2 - to fulfil exactly any and all payments at due time and according to the conditions agreed upon between the parties;
 - 2.1.3 - to fulfil the necessary duties for the appointment of the Freighter and any other duties deriving from the transport organisation of the Goods, according to Incoterms;
 - 2.1.4 - to fulfil any other obligations deriving from the execution of this Contract.

Article 3 (Seller's Obligations):

- 3.1. In consideration of the provisions hereinunder, the Purchaser undertakes:
 - 3.1.1 - to appoint a Representative, who shall deal with the relation between the Seller and the Purchaser;
 - 3.1.2 - to deliver the Machinery, or part of it, to the Purchaser at the due-date;
 - 3.1.3 - to warrant that the Machinery has been projected and constructed in accordance to the agreement with the Purchaser, also considering the material used;

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- 3.1.4 - to fulfil any necessary duty for the delivery of the Goods to the Carrier, according to Incoterms;
- 3.1.5 - to fulfil any other obligations deriving by the execution of this Contract.

Article 4 (Premise):

- 4.1. Both parties undertake to respect the rights and obligations deriving from the acceptance of the following general conditions of sale and by the Contract itself.
- 4.2. Any exceptions or additional conditions shall be valid and binding, only if agreed in writing.

Article 5 (Execution of the Contract):

- 5.1. The Purchaser's offer becomes irrevocable upon acknowledgement by Purchaser of Seller's acceptance of the order made by registered letter with return receipt.
- 5.2. As of the above date, the Contract shall produce binding effects between the parties.

Article 6 (Technical documentation):

- 6.1. 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. Any and all data of technical nature concerning efficiency, production, consumption, speed, etc. are to be considered by way of example.
- 6.2. Technical documentation and information that will be transmitted by the Seller or, anyhow put at the Purchaser's disposal, shall remain in Seller's property and shall be used only for the purpose for which they have been delivered. They can't for any reason be reproduced and/or transferred to third parties without previous written consent of the Seller.

Article 7 (Delivery):

- 7.1. The delivery of the Goods shall be performed Ex-Warehouse/Free on Board.
- 7.2. The delivery date indicated in this Contract hasn't to be deemed as preemptory.
- 7.3. If the delay in the delivery of the Machinery 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.
- 7.4. Force majeure causes are also those specified at the article 14 of this Contract.
- 7.5. Ninety (90) days after the expiration of the delivery term, the Purchaser can require to Seller, by mean of a registered letter, the fulfilment within further 90 (ninety) days, expired which, the remaining part of performance non-fulfilled is deemed extinguished with proportional refund of the amount paid in advance.

Article 8 (Transport):

- 8.1. The Seller undertakes the obligation to forward the Goods to the Carrier.
- 8.2. The Goods are carried at the Purchaser's risk, which must check them upon arrival, and in case of average occurred during the haulage, forward the relevant claims to the Freighter.
- 8.3. The Seller is relieved from any and all risks depending from the haulage of the Goods, by the moment same are delivered to the Freighter, according to article 67 of the Vienna Convention on International Sale of Goods.

Article 9 (Assignment):

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

Article 10 (Warranty for defective working):

- 10.1. The Seller guarantees the proper mechanical working of the Machinery sold, for a period of 12 (twelve) months.
- 10.2. During such a period, any parts of the Machinery showing defect in the material used or in construction could be replaced free of charge, against delivery of the defective part, Ex-Warehouse, excepted the checking instruments and electric/electronic parts.
- 10.3. Should the assistance of a skilled worker be required, the relevant costs shall be borne by the Purchaser.
- 10.4. This warranty doesn't cover defects due to natural wear and tear of material, to negligent maintenance or to an employment of the Machinery different from the one stated in the Instruction Manual sent with Delivery Note.
- 10.5. This warranty does not cover maintenance performed on the Machinery without using original spare parts and by non-authorized personnel or making any kind of alterations without the Seller's written approval, unless different agreement between the parties.
- 10.6. The claim of possible defect has to be done, under penalty of forfeiture, within 8 (eight) days since their discovery, sending a registered letter.
- 10.7. Any compensation or indemnification for damages and any other refund of any nature is expressly excluded.

Article 11 (Defects and dissimilarity):

- 11.1. Claims for defects and dissimilarity to the agreed specification has to be notified by registered letter, under penalty of forfeiture, within 8 (eight) days since the delivery, directly or by means of the Freighter or, only for hidden faults, within 8 (eight) days since their discovery and are deemed - only those defects that after a careful and complete check carried out by the Purchaser upon the delivery, can't be discovered - due to their nature. Any claims can be raised in any case, either as action or exception, within a year since the delivery, after which, in absence of any judicial or extrajudicial action, every right will be prescribed.
- 11.2. Seller's liability is in any case limited to replace defective Machinery, or part of it, except every right to reduction of prices and any other indemnity for damages.

Article 12 (Liability for Damages):

- 12.1. The Seller is only liable for damages occurred for construction, designing or material defects of the Machinery sold; in no case can the Seller be liable for improper use or negligent maintenance, considering the previous contained in the Instruction Manual alleged to the Delivery Note.
2. In no case can the Seller be liable for indirect damages or consequential process loss or loss of earnings.

Article 13 (Hardship Clause):

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- 13.1. In the event that during the period of this Contract, the general situation and/or the data on which this Contract is based are substantially changed so that either party suffers severe and unforeseeable hardship, they shall consult showing natural understanding with a view to make such adjustments as would appear to be necessary revising what would be foreseen at the date when this agreements entered into force, in order to restore the equitable character of this Contract.
- 13.2. The party who arose the above-mentioned exception shall give notice of it to the other party by a registered letter with return receipt, which will specify the date and nature of the event or events which caused the change alleged by it, on evaluation of the hardship suffered and the proposal made by it to remedy that change. Any notice given more then 60 (sixty) days after the date of the occurrence of the events alleged shall have no effect.
- 13.3. In the event the parties agree to have a consultation, they must reach an agreement within 30 (thirty) days since the date of the receipt of notice in above Article 13.2.
- 13.4. In the event the party receiving the notice referred to in Article 13.2 doesn't agree to a consultation or doesn't reply within 30 (thirty) days following the date of receipt of the notice to the other party, this party shall have the right to refer the matter to arbitration in accordance with the procedure set forth in Article 19. The arbitration petition could be filed in case that the event alleged meets the conditions indicated in Article 13.1. If the arbitration determines that these conditions are not met, this Contract shall continue in full force and effect. If the arbitration determines that these conditions are met, the parties shall consult in accordance with the provisions of Article 13.2, it being understood that the period of 30 (thirty) days provided in Article 13.3 shall run from the date on which the arbitration award has been rendered.
- 13.5. Both parties have to consider as substantially changing the negotiable conditions the following cases: bankruptcy, every kind of failure proceeding, civil or penal judgement which could have the effect to hinibit their activity and any other substantial change in the social structure or management of the companies.

Article 14 (Force Majeure):

- 14.1. The Seller can't be liable for losses, damages or delay due to unexpected force majeure causes, such as any occurrences of unforeseeable event or events which the parties are unable to control.
- 14.2. Force majeure events are also: fire, strikes, pandemic events (= as Coronavirus disease 2019 – COVID 19), flooding events, custom stops, lack or shortage of the necessary commodities on the market, 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.
- 14.3. The Seller undertakes to disclose promptly the Purchaser, about the occurring of the event and will take the necessary measures to curb the effects.

Article 15 (Test):

- 15.1. The Machinery test will be performed at the Seller's factory.
- 15.2. In the event the Purchaser wish to be present during test operations of the Machinery, it has to notify it in writing at the moment of the relevant Order. In this case the test take place at the Seller's factory before the delivery, after which the Machinery has to be considered as accepted by the Purchaser, except the hidden defects which can't be recognised for their nature during the test.

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- 15.3. The Purchaser can require to Seller, in writing, that the test for the Machinery is performed at Purchaser's factory.
- 15.4. The Purchaser has to put at the Seller's disposal all the materials needed for the accomplishment of the test.
- 15.5. During the period before the execution of the test, the Seller can make all the trial necessary or useful to take the Machinery at the level of peak productivity.
- 15.6. Until the test will be executed, the Machinery can't be used for the ordinary production for purposes of sale. Therefore, the Purchaser relieves the Seller from any liability that can be caused by putting up for sale or other employments of the production before the test.
- 15.7. The positive result of production test, performed in the presence of the Purchaser, and with his signature of the "Test Certificate", will determine the acceptance of the Machinery, except for those defects which are noticeable during the execution of the test.
- 15.8. The Seller can appoint skilled technicians for the installation of the Machinery at the Purchaser's factory upon written request by this later.
- 15.9. The costs for possible operations for installation, starting up and testing the Machinery will be entirely borne by the Purchaser.
- 15.10. The amount for the consideration agreed upon the above operations and the relevant terms and conditions will be specified in the Annex n. 1.
- 15.11. The Purchaser is liable, as depository of tools and any spare parts owned by the Seller.

Article 16 (Consideration):

- 16.1. The amount of the Machinery sold are those indicated in the Annex n. 1, expressed in Euro against (currency) at the rate of exchange.
- 16.2. All the costs concerning to customs clearance, import and export duties, insurance costs relating to carriage are to be borne by the Purchaser.

Article 17 (Payments):

- 17.1. Payments must be made to the Seller's head-office in Campi Bisenzio (Florence - Italy) at the due-date.
- 17.2. Upon expiring of due date for payment, commercialdeferred interests of 15% will be reckoned on the amount still unpaid.
- 17.3. All the payments will be made in accordance with the terms and conditions specified at the Annex n. 1.

Article 18 (Action of covenant):

- 18.1. The Seller reserves the right to suspend the delivery of the Goods, in the event it becomes aware of the Purchaser's intention not to pay or in the event of unexpected changes in the financial position of the Purchaser - such as to let presume its insolvency - occurred.

Article 19 (Settlement of disputes):

- 19.1. All the disputes arising in connection with the validity, interpretation, execution and termination of this Contract which can't be friendly solved will be settled by a Board of Arbitration, composed of three arbitrators and will be set up and operate by the National and International Arbitration Chamber of Milan.

- 19.2. The Board must to comply with proceeding rules provided for by the Regulation of the National and International Arbitration Chamber of Milan and the New York and Ginevra Conventions of 1958 and 1961.
- 19.3. The settlement of disputes referred to in this article, will be made in accordance with the rules of the Italian law.
- 19.4. Both parties undertake to respect the decision taken by the Board, giving binding effect to what the award provides.
- 19.5. The establishment of arbitrage procedure does not suspend the fulfilment of the respective obligation hereinunder.

Article 20 (Acceptance of the Contract):

- 20.1. With the signature hereinunder by the Purchaser, the Contract is, by this latter, entirely accepted, including the general conditions of sale.

Article 21 (Miscellaneous provisions):

- 21.1 This Contract constitutes the entire agreement between the parties.
- 21.2 Any and all notices, consents, instruction, orders or decisions given under this Contract shall be given or made in writing and either personally served on the Representative of the party to whom it is given or airmailed or sent by telegram, telex or fax addressed as follows:
- to Meccanoplastica S.r.l.
 - to (contractor)
3. Notices, consents, request whether sent by telegram, mail or fax shall be deemed served or given on the day they are despatched. Any notice, consent, instruction or decision given under this Article may be signed on behalf of either part by any duly authorized Representative of the party.
- 21.4. Each party may change its address for receipt of notices, instruction or decisions and other documents at any time giving relevant notice in writing to the other party.
- 21.5. In witness whereof, the parties hereto have caused this Agreement to be signed on their respective behalves the dayofin

Signed for and on behalf of
(Contractor)

Signed for and on behalf of
Meccanoplastica S.r.l.
