



General Terms and Conditions of Sale of Industrial Ice Cream Machines that are an integral and essential part of the above contract

1 - Subject -

- 1.1 These General Terms and Conditions of Sale of Industrial Ice Cream Machines (hereinafter the "General Conditions") govern, unless expressly agreed otherwise agreed upon in the contract, the terms and conditions of sale of all the machines and related accessories supplied with them at the time of sale, marketed by the company Italfreezer Maroal S.r.l. (hereinafter, for the sake of brevity, also "Italfreezer" and/or the "Seller"). Italfreezer reserves the right to make changes to these General Terms and Conditions making such changes available to the Purchaser by means similar to those used for these Terms and Conditions.
- 1.2 These "General Conditions" are published and freely available on the website www.italfreezer.it and also sent by email, apply to all contracts for the supply of Industrial Ice Cream Machines concluded between Italfreezer and the Purchaser (hereinafter also the "Customer"), contracts of which they constitute an integral and substantial part, and are considered known and accepted by the Purchaser even for mere fact and/or conclusive conduct regardless of the express written acceptance of the Buyer.
- 1.3 These General Terms and Conditions revoke and replace, in all their parts, the previous General Terms and Conditions of sale of Italfreezer Industrial Ice Cream Machines.
- 1.4 Any General Terms and Conditions of Purchase of the Purchaser shall not apply, even partially, unless expressly accepted in writing by Italfreezer. The execution of the Buyer's purchase order shall not imply in no way acceptance of the general and/or particular conditions of purchase of the Purchaser himself.
- 1.5 Any derogations and/or amendments to these general conditions will be valid and effective only if agreed by the parties in writing with the exception of the application of the parts not derogated or not modified.

2 - Supply order and conclusion of the contract -

- 2.1 Unless otherwise agreed, any order for the supply of Industrial Ice Cream Machines transmitted by the Buyer is subject to written acceptance by Italfreezer. All verbal communications are to be understood as ineffective. The purchase contract will therefore be considered concluded following the receipt by the Client of the relevant order confirmation (the "Order Confirmation") sent by Italfreezer, an order confirmation that the Client is in any case obliged to sign and return to Italfreezer. The contract is in any case considered concluded even when the Seller Italfreezer executes it through conclusive conduct. The Order Confirmation contains a technical description of the machinery and/or accessories purchased, also defining and reporting all the price and delivery conditions and the final and binding contents of the contract. Therefore, all consumables intended for the operational part and/or any other goods that could be described in any advertising brochures of the goods being sold are excluded. Unless otherwise agreed, any estimates sent by Italfreezer to the customer do not therefore constitute in any way contractual proposals for sale but a mere invitation to the formulation of the order by the customer himself.
- 2.2 The supply order sent by the Customer does not bind Italfreezer until it is accepted in accordance with the procedures indicated in Article 2.1 above. and is to be understood as an irrevocable purchase proposal pursuant to Article 1329 of the Italian Civil Code, with an effect of fifteen days from the date of receipt by the Seller. The supply order sent by the customer is therefore irrevocable and cannot be revoked and/or modified without prior written consent.
- 2.3 The technical descriptions accompanying the offer as well as those shown in the catalogues must be considered merely indicative. Italfreezer reserves the right to make any changes that may be necessary as a result of technical progress or to adapt the system or materials offered to the Purchaser. technical elements that would come to the attention of its technical offices after the preparation of the offer.
- 2.4 If the Purchaser intends to resort to financing or *leasing* for the purchase of the Industrial Ice Cream Machines, the contract, unless otherwise agreed in writing, shall not be considered conditional on obtaining financing or leasing and shall retain its full binding force on the part of the parties with the consequent obligation on the part of the Purchaser to pay the price directly upon notice of the machine ready for delivery.
- 2.5 The Seller is in no way responsible in the event that the Italfreezer factory has ceased production of the machine purchased by the Buyer; The sales contract will therefore remain effective and the machine no longer in production will be replaced by another new generation machine according to the list price.

3 - Delivery -

- 3.1 The delivery terms, calculated in weeks or working days or on precise calendar dates, as indicated in the Order Confirmation are never binding for the Seller and must therefore be considered merely indicative and not essential. However, days for Italian holidays are always excluded. Italfreezer will do everything in its power to ensure that the object of the supply is shipped and delivered in compliance with the terms provided for in the contract. However, all delivery dates indicated by Italfreezer are approximate and indicative dates and are estimated in good faith to the best of Italfreezer's ability, commensurate with foreseeable scheduling and subject to the availability of supplies for the production and transport of goods. In no case shall Italfreezer be held liable for any damages, including indirect and/or of any kind, that may arise to the Purchaser as a result of the failure to deliver the goods within any terms indicated; nor shall any such delay in delivery authorize cancellations or changes to orders or delays in payments by the Buyer.
 - a) In the event that a fixed delivery date has been expressly agreed and Italfreezer reasonably foresees during the execution of the contract that the goods to be supplied cannot be delivered within the scheduled timeframe, Italfreezer shall promptly inform the Buyer. The information must include a description of the measures that Italfreezer deems appropriate to make up for or limit any delay and a new delivery date. The terms of delivery run from the date of conclusion of the Contract or from another date agreed in writing by the parties. If the Buyer has to pay part

of the price as a deposit or must provide suitable guarantees for the correct execution of the contract, the delivery terms run from the payment of the deposit or from the release of the required guarantees.

3.2 Delivery terms may in any case be interrupted or suspended in the

following hypotheses:

- a) fortuitous events and/or force majeure and/or other circumstances not attributable to wilful misconduct and/or negligence on the part of Italfreezer such as strikes, industrial unrest, lockouts, fires, floods, unforeseen business difficulties, unforeseen labour shortages, unforeseen scarcity of raw materials and/or energy;
- b) impediments, delay or non-delivery of materials or machinery by suppliers to Italfreezer for reasons not attributable to the latter;
- c) failure by the customer to promptly provide the necessary information requested and/or to complete the works for which it is responsible within the agreed terms and/or to deliver within the appropriate time any parts and/or components to be installed on the goods purchased and/or technical and/or construction sheets deemed by Italfreezer to be essential for the production and/or assembly of the products purchased;
- d) failure by the Purchaser to pay advances or deposits or, in any case, the agreed consideration on the agreed deadlines.
- e) changes to the supply order by the customer, even if accepted by the seller.

The terms for delivery will start again from the day following the day on which the reason that led to the suspension or interruption ceases.

From the moment the delivery is made, all risks, custody, maintenance or insurance costs remain at the expense of the Purchaser, without any commitment by Italfreezer to provide for them. And therefore any risk will remain the exclusive responsibility of the Buyer.

In the event of a delay in delivery due to circumstances attributable to the Purchaser or due to Force Majeure (as *defined below*), a new delivery date may be agreed upon upon acceptance by Italfreezer.

- 3.3 The shipment and delivery of the machine are always at the risk and peril of the Buyer. If timely written instructions are not provided by the Buyer, the shipment will be carried out in the manner deemed most appropriate by Italfreezer also using the work of third party companies always paid for by the Buyer.

- 3.4 If a delivery is delayed due to circumstances for which Italfreezer is responsible and the Buyer suffers damage, Italfreezer shall - upon written request of the Buyer and subject to a moratorium period of 20 calendar days - pay the Buyer a penalty equal to 0.1% of the purchase price of the supply for each full working day of delay up to a maximum of 3% of the value of the part of the supply that cannot be used on time as a consequence of the delay. The liquidation of damages becomes payable upon written request of the Buyer, but not before all the goods subject to the supply affected by the delay have been delivered or the maximum limit for the liquidation of the penalty indicated above has been reached. The Purchaser forfeits the right to liquidate damages, if it has not submitted a written request for such damages within one month of receipt of the communication relating to the delay in delivery by Italfreezer. Italfreezer reserves the right to prove that the Buyer has not suffered any damage or that the damage is significantly less than the aforementioned liquidated damages.

- 3.5 In the event that the Purchaser is responsible for protests, seizures, and/or, more generally, any detrimental act that casts doubt on its solvency and the consequent payment of the consideration within the agreed terms, Italfreezer may, at its sole discretion, suspend the delivery and execution of the contract pursuant to and for the purposes of art. 1461 of the Italian Civil Code until the buyer has provided a suitable guarantee.

4 - Suspension of the performance of the contract -

- 4.1 The Seller may suspend the execution of the Contract if the Buyer's financial conditions have become such as to clearly endanger the achievement of the consideration, unless the Buyer provides a guarantee deemed suitable in the opinion of the Seller.
- 4.2 The Seller may suspend the execution of the Contract until the Buyer has promptly provided a guarantee, deemed suitable by the Seller, for the fulfilment of its contractual obligations, if one or more of the following circumstances occur:
 - a. in the event that the Buyer defaults on what is required by the Seller for the correct processing of the order;
 - b. in the event of non-fulfilment of the payment obligation by the Purchaser of the portion of the consideration due as an advance or failure to fulfil the obligation to pay by the Purchaser of one of the agreed payment deadlines or failure to issue the guarantees within the agreed terms;
 - c. in the event that the Buyer is found to be in a state of insolvency;
 - d. in the event that the Buyer is unable to fulfil the contractual obligations existing towards third parties;
 - e. in the event that the Buyer should be subject to protests, seizures, and/or, more generally, any detrimental act to cast doubt on the Buyer's solvency and, therefore, the consequent payment of the consideration within the agreed terms and within the agreed deadlines;
 - f. in the event that the Buyer is declared bankrupt or is admitted to any insolvency or similar proceeding.
 - g. in the event that the Buyer does not procure the financing or leasing contract for the purchase of the machinery within the contractually established time.
- 4.3 If the Seller intends to exercise the right to suspend the execution of the contract, it will notify the Buyer in writing of this intention by e-mail or registered letter with acknowledgement of receipt or certified e-mail or, in any case, by any other means that makes the Buyer aware of the suspension of the execution of the contract.
- 4.4 If one or more of the hypotheses provided for by art. 4.1 or 4.2 and the Purchaser has not promptly provided adequate guarantee for the fulfilment of its contractual obligations, such failure shall constitute a reason that may legitimize the Seller to make use of the express termination clause provided for by Article 17.

5 - Case -

- 5.1 From the date of delivery, even if carried out on consignment or on consignment, of the machine or plant or of each individual component, if



delivery is made at different times, the Buyer assumes all the costs relating to the custody of the delivered goods, assuming responsibility for damage to property and third parties that may arise in any way.

- 5.2 Once the machine has been delivered, it is absolutely forbidden for the Buyer to use the machine before the testing operations (if required) since, failing this, any form of warranty on the machine must be considered void and without prejudice to the Seller's right to compensation for damages.

6 - Packaging -

Packaging costs are not included in the offered price. The packaging will not be accepted on return and the costs of disposal of the same are the sole responsibility and responsibility of the Buyer.

7 - Warranty and Disclaimer -

7.1 Subject matter of the warranty

Italfreezer guarantees the proper mechanical functioning of the material supplied as well as the absence of defects and/or defects in material, construction or assembly for a period of 12 (twelve) months from the date of commissioning and testing if otherwise required from the date of delivery. The warranty consists of the mere free replacement, partial or total, of the machine components that are non-compliant due to manufacturing or material defects or defects at the sole discretion of the Seller.

7.2 - Conditions of operation of the warranty -

In any case, the following conditions must be met for the warranty to be operational:

- a) the machinery installed must be balanced;
- b) preventive maintenance of the machine must have been carried out at the deadlines indicated in the manual and by qualified personnel;
- c) the customer is up to date with the payment of the purchase price.

It is understood that the warranty will not be recognized in the event of shocks and damage caused by improper use of the machinery supplied. By entering into the purchase contract, the Buyer declares to be aware of any legal or safety restrictions relating to the use of the goods ordered, including any discrepancies with the EC regulations in force that may be waived.

Under penalty of forfeiture of the right to the warranty as defined above, the Buyer must report the defects and/or defects in writing within 8 (eight) days of their discovery in the case of hidden defects and within 8 (eight) days of delivery in the case of apparent defects. Replacements and repairs will be carried out by Italfreezer or by a third party company indicated by Italfreezer in the time compatibly necessary, it being understood that the same will be exempt from any liability for any reason and the Buyer will waive in advance to claim direct or indirect damages and expenses, including those deriving from the temporary non-use of the purchased goods for as long as necessary to restore them to efficiency. The necessary investigations will be carried out by trusted Italfreezer personnel, personnel that the Buyer must facilitate in the exercise of their task. Change in the initial condition of the parts before treatment or in their shape, dimensions or processing systems or processing requirements or in any case of non-sampled parts commit Italfreezer to the results obtainable, i.e. on the machinery supplied and therefore, if changes to the latter are necessary, the same will remain at the Buyer's full expense.

7.3 - Warranty forfeiture -

The customer loses the warranty in the following cases:

- (1) in the event of failure to comply with the terms and conditions set out in clause 7.2;
- (2) if the machine is not properly equipped or is not used correctly or has been modified or dismantled without the Seller's authorisation;
- (3) if the machine has been tampered with;
- (4) in any other cases provided for in the Contract;
- (5) in the event that the Buyer does not fulfil the contractual obligations assumed and in particular, is not up to date with the payment of the consideration in the manner and within the agreed terms.

The warranty will cease in the event of non-compliance by the Purchaser or if modifications or repairs are carried out by him/her that are not authorized in writing by Italfreezer or by unspecialized and unauthorized personnel and in writing by Italfreezer.

7.4 - Limits to the operation of the guarantee -

The Seller cannot be held responsible in any way for the choice of the machine purchased and therefore no damages can be claimed as a result of the choice of the Product ordered. Italfreezer's warranty and liability do not extend in any case:

- a) damage to persons and/or property caused by defective machinery during its use when the defect is attributable, even indirectly, to drawings, projects, information, software, documentation, indications, instructions, materials, semi-finished products, components, other material goods supplied, indicated or requested by the Purchaser or by third parties acting in any capacity on their behalf;
 - b) damage to persons and/or property caused by defective use during its use, if the Purchaser has used it without having carried out, or had carried out, all the checks and tests that would have been necessary due to the production, use and the result sought (in particular, the warranty is excluded if the following conditions have not been met: (i) the machinery used must be adjusted and stabilized in accordance with the production as indicated during start-up and/or in the user manual; (ii) preventive maintenance of the machinery carried out at the deadlines indicated in the manual;
 - c) the violation of any applicable legal, safety or CE compatibility rules or regulations, or direct or indirect damage caused to persons and/or property, by the use of goods supplied by Italfreezer in discrepancy with the regulations in force on the subject and/or with the operating specifications indicated;
 - d) to parts that wear out with normal use;
 - e) to breakdowns or breakages resulting from natural deterioration or negligence, inexperience, defective use and maintenance, use of unsuitable lubricant, excessive or unsuitable exploitation of the machine sold.
- The seller is not responsible in any way for additional guarantees issued by the Customer to third parties.

7.5 Disclaimer

In no case shall the Seller be held liable for direct or indirect damages claimed by the Buyer as a result of defects or defects of the machine supplied, none excluded, such as - inter alia - damages for loss of production, machine downtime, failure to achieve profits and/or turnover, loss of turnover, claims by third parties.

8 - Complaints and disputes -

8.1 Any complaints and disputes by the Purchaser on the purchased machine must be communicated to Italfreezer by registered letter with return receipt or certified e-mail within the terms expressed in these General Conditions.

Any disputes over a single supply of machinery will have no effect on the rest of the order or on the payment of another supply already received and not disputed in a timely manner.

Any loss or damage relating to the shipment and/or transport (e.g. due to shortages, tampering and/or signs of damage) of machines purchased and sold, must be immediately reported in writing to the carrier, under penalty of forfeiture, by placing on the delivery note or transport documents an express reservation of acceptance of the delivery with specific indication of the reasons for the reservation. Without a direct complaint to the carrier as indicated above, it will not be possible to guarantee the repair.

8.2 Claims for loss or damage relating to the shipment and/or transport (e.g. for shortages, tampering and/or signs of damage), together with a copy of the transport document subject to acceptance, must be communicated to the Seller, in writing, by e-mail to the Seller's e-mail address or by registered letter with return receipt under penalty of forfeiture, no later than 5 (five) days from the date of delivery.

8.3 Claims for loss or damage relating to the shipment and/or transport will be taken into consideration by the Seller provided that the Buyer or the recipient of the shipment has placed specific and detailed reservations in the transport document regarding the apparent condition of the machine and its packaging. The affixing of generic reservations is of no value.

8.4 Complaints received in a manner different from the terms and methods provided for in these Conditions will not be taken into consideration and the Products supplied will therefore be considered fully accepted.

9 - Testing -

9.1 The production and functional testing of the purchased machine will be carried out according to the figures attached to the commissioning sheet and will in any case be carried out within 15 (fifteen) days from the delivery of the machine. Only if requested prior quotation by the Seller and accepted in writing by the Buyer. The Purchaser, however, is not authorized to use the machine in the absence of positive testing carried out by Italfreezer personnel; any consequence deriving from the improper use of the machine will be attributable to the Purchaser with forfeiture of the right to the warranty and salvation of compensation for damages.

9.2 In the event of an unjustified refusal by the Buyer to sign the positive test report, Italfreezer shall be entitled to consider the contract terminated by law pursuant to Article 1456 of the Italian Civil Code, with the Buyer's obligation to make the machine available to Italfreezer for its collection operations. Failure to return the machine or refusal to Italfreezer personnel to collect the machine will result in the application of a penalty of € 1,000.00 (one thousand/00) for each day of delay, without prejudice to further damage.

10 - Technical documentation -

All technical documentation delivered to the Customer remains the exclusive property of Italfreezer or other parties authorised by Italfreezer and may not be used or transferred to third parties, not even free of charge, for any reason.

11 - Assembly -

If assistance is required in the start-up phases of the machine after its testing or the Customer has purchased a package of training course hours, Italfreezer will make its specialized personnel available to the Buyer, under the conditions established in the contract. The Buyer shall allow such personnel to carry out continuous work, providing them with the necessary labour, aid and means of work. In addition, he will be required to prepare a suitable room for the custody of materials and tools that will be considered in storage with him.

Italfreezer is exempt from any liability in the event of a lack of adequate personnel to learn the machinery on the scheduled days and/or a lack of willingness to learn how the machinery works.

12 - Technical Support -

Any other request for intervention estimated in the terms described above will be governed by the General Conditions of assistance service and supply of spare parts.

13 - Prices -

13.1 Prices are in euros, unless otherwise agreed in writing. In the event of non-payment or late payment within the agreed terms, default interest will be charged to the buyer to the extent determined by art. 5 of Legislative Decree 231/2002, starting from the day following that indicated as the expiry of the deadline for payment, without prejudice to any greater damage. If no payment term is indicated by the parties, reference will be made to the provisions of art. 4 of Legislative Decree 231/2002.

13.2 It is understood that any extension of the agreed payment terms and/or the renewal of the promissory notes issued and/or the call, at the request of the customer, of securities already brought to collection, do not in any way constitute novation of the existing contractual relationship but simple tolerance on the part of Italfreezer and do not exclude the charge of default interest to the extent indicated in the previous article 13.1 of these General Terms and Conditions.

13.3 Unless otherwise agreed, any advances paid by the customer at the time of conclusion of the contract will be retained by Italfreezer as a deposit pursuant to and for the purposes of art. 1385 of the Italian Civil Code. In the event of fulfillment, these amounts will then be deducted from the purchase price; on the other hand, in the event of non-compliance by the purchaser, Italfreezer will have the right to withdraw from the contract withholding the deposit, without prejudice to any greater damage.

13.4 For no reason and for no reason may the buyer suspend and/or defer payment of the agreed fee, not even in the event of a dispute and/or complaints regarding any defects and/or defects in the goods supplied.

13.5 The customer may not offset its debt arising from the supply against any receivables owed to Italfreezer without the latter's written consent.



14 - Retention of title -

- 14.1 Pursuant to and for the purposes of art. 1523 et seq. of the Italian Civil Code, Italfreezer Maroal S.r.l. reserves the ownership of the products supplied until full receipt of the agreed consideration. The reservation of title agreement applies both in the case of sale with payment of the price in installments and in the event that the payment of the consideration is wholly and/or partially deferred with respect to delivery.
- 14.2 The risks associated with the sale are assumed by the buyer from the moment of delivery; The buyer will therefore have the obligation to keep the goods and guarantee their conservation and maintenance in favor of the seller until the day of the transfer of ownership which will take place precisely after the settlement of the agreed price. In particular, the buyer may not alienate, use or pledge, move, seize or seize the products supplied without declaring the seller's ownership and without giving immediate notice to the seller by registered letter with return receipt or other equivalent form of communication provided that there is proof of receipt.
- 14.3 Italfreezer reserves the right to transcribe the reservation of title agreement pursuant to Article 1524 of the Italian Civil Code at its own expense.
- 14.4 In the event of termination of the contract for the sale of machinery due to non-compliance by the purchaser, the instalments paid and/or the amount of consideration already paid will remain acquired by Italfreezer as indemnity pursuant to Article 1526, paragraph 2, of the Italian Civil Code, without prejudice to greater damages.

15 - Payments -

Payments must be made net of any expenses, discounts or taxes, directly to Italfreezer's home address and on the established deadlines. If a promissory note settlement is agreed, unless expressly agreed otherwise, both discount interest and stamp duty costs will be borne by the Buyer. Any other exception by the Purchaser with regard to Italfreezer's alleged breach of contract or redhibiting defects in the machine supplied, shall not entitle the Purchaser to evade payment to the extent and in the manner agreed upon or to propose any action or exception if the latter has not first paid the amount due in full.

16 - Assignment -

- 16.1 The buyer hereby gives his consent and nothing prevents the seller from assigning this contract or the credit deriving from this contract to third parties.
- 16.2 In the event of a transfer, the buyer hereby agrees that the installation and maintenance operations of the goods purchased and sold will be carried out by the third party transferee or by a person appointed for this purpose by the transferee, with any exception in this regard removed.
- 16.3 The Buyer is prohibited from assigning the Contract without the written consent of Italfreezer.

17 - Express termination clause -

The Contract will be terminated by law, pursuant to Article 1456 of the Civil Code, as a result of the Seller's simple written declaration of intention to avail itself of this express termination clause, in the following cases:

- (1) If one or more of the hypotheses provided for by art. 4.1 or 4.2 and the Buyer has not timely provided any suitable guarantee, at the sole discretion of the Seller, for the fulfilment of its contractual obligations or has submitted it late;
- (2) In the event that the Buyer does not provide the guarantees agreed upon at the time of conclusion of the Contract or provides them late.
- (3) In the event of the Purchaser being subject to voluntary liquidation or insolvency proceedings.
- (4) In the event of default by the Buyer to pay the price or the deposit or the deposit or two consecutive instalments agreed.
- (5) In the event of unjustified signing by the Purchaser of the positive test report of the machine as provided for in Article 9.2

18 - Withdrawal -

- 18.1 The Seller has the right to unilaterally withdraw from the contract with immediate effect in the event that, before the production of the Products:
 - (1) well-founded doubts arise as to the Buyer's solvency or the Buyer's ability to fulfil the obligation to pay the price, also on the basis of the assumptions indicated in Articles 4.1 and 4.2 above, and the Buyer, despite a corresponding request by the Seller, is not willing to make an advance payment and/or to provide any more suitable guarantee, at the sole discretion of the Seller;
 - (2) in the event that the Buyer decreases the warranty offered at the time of entering into the Contract or the warranty offered during the performance of the Contract.
 - (3) in the event that the Buyer has debts to the seller.
- 18.2 The exercise of the right of withdrawal does not entitle the Purchaser to any compensation and/or compensation for damages.
- 18.3 The right of withdrawal may be exercised by the Seller by means of a notice to be sent by registered letter with return receipt or certified e-mail to the Buyer's address and will be executed upon receipt of the communication by the Buyer.

19 - Force Majeure -

- 19.1 The obligations of one of the parties in relation to a sale by Italfreezer will be suspended or cancelled to the extent that such performance is prevented or made unreasonably burdensome by an event beyond the control of the party concerned, provided that such party could not reasonably foresee such an event at the time of the conclusion of the contract and could not reasonably have avoided or overcome the same or its consequences (Force Majeure). Force Majeure includes, but is not limited to, industrial disputes, fires, extreme weather, pandemics, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions on the use of power, and defects or delays in deliveries by subcontractors caused by any of the above circumstances, occurring before or after the conclusion of the contract.
- 19.2 The party claiming to be in a situation of Force Majeure must inform the other party in writing without delay when the circumstance begins and when it ends.

20- Jurisdiction -

For any dispute relating to the interpretation and/or execution of the contract of sale, the parties declare the Court of Milan to have sole jurisdiction; nor may this jurisdiction be waived for reasons of subjective connection of the dispute.

21 - Applicable law and jurisdiction -

- 21.1 The Contract is governed exclusively by Italian law with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 11.04.1980) and the rules of international private law.
- 21.2 The jurisdiction is Italian.

22 - Processing of personal data -

Any personal data will be processed on the legal basis of the sales contract. The information relating to the processing of data must be consulted by the Buyer.

The Buying Party

The Selling Party

(stamp and signature)

(date, stamp and signature)

The General Conditions indicated in the confirmation are specifically approved, with particular reference to articles 4 (suspension of the execution of the contract) - 5 (custody) - 7 (warranty and exclusion from liability) - 8 (complaints and disputes) - 9 (testing) - 16 (assignment) - 17 (express termination clause) 18 (withdrawal) - 19 (jurisdiction) - 20 (applicable law and jurisdiction) pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code.

The buyer (date, stamp and signature)