

1. DEFINITIONS

When used in these General Sales Conditions, the following words shall have the meaning set forth below:

- a. Seller: Mates Italiana s.r.l.
- b. Purchaser/Buyer: the purchaser of the Product;
- c. Parties: Purchaser and Seller jointly considered;
- d. Product(s): the goods – included machineries - specified in the Order Confirmation to be sold by the Seller to Purchaser;
- e. Offer: any communication, in oral or writing, with which the Seller show the Product to the Purchaser;
- f. Order: any communication, in oral or writing, with which the Purchaser declares to the seller its intention to purchase one Product or more; the Order is not binding for the Seller;
- g. Order Confirmation or Sales Contract: the document(s) sent by the Seller to the Purchaser defining technical details of the Product and General Sales conditions;
- h. General Sales Conditions: these present general conditions;
- i. Special Conditions: any additional condition set forth in the order confirmation and in the Sale contract approved in writing by the Seller.

2. ENFORCEMENT OF THE GENERAL CONDITIONS

2.1 These General Sales Conditions shall apply to any Sales Contract and/or Order Confirmation related to the Products between the Purchaser and the Seller. Any Order regardless of its nature is subject to acceptance in full of these General Conditions of the Seller without any reservation, unless modifications or additional conditions have been agreed in writing and accepted by the Seller.

2.2 The present General Conditions of the Seller shall prevail over any general purchase conditions of the Purchaser. Even if the Seller has not objected in writing to the general purchase conditions of the Purchaser's purchase conditions, the General Sales Conditions of the Seller remain in force. Any amendment or modification to these General Sales Conditions shall be valid and enforceable between the parties only if agreed in writing and signed by a representative duly authorized by the Seller.

3. DESCRIPTION

Description and all specification of the Products shall be deemed indicated in the Order Confirmation and/ or Sales Contract. Therefore, any information or data included in any brochure, catalogue, price list or whatever promotional material of the Seller, shall be deemed as indicative.

4. OFFERS, CONTRACTS AND ORDERS

4.1 Any Offer is valid for the period of 30 days from the date of issue, unless any specific different agreement or any different specification stated in the same Order Confirmation is provided. After the aforesaid deadline, the Offers no longer valid.

4.2 The Seller shall be entitled to withdraw its Offer previously receiving the Order Confirmation by the Purchaser.

4.3 Any Offer, in oral or written form, shall not bind the Parties, until the transmission of the Order Confirmation by the Seller.

4.4 The Order is accepted only with the Order Confirmation issued by the Seller.

4.5 Any modification or addition to an Order Confirmation shall be in writing on Seller's letter head and shall be transmitted by the Seller to the Purchaser by means of electronically mail, by regular mail, by courier, by fax or any other means.

5. DELIVERY

5.1 Any delivery date or term indicated by the Purchaser for the shipping and the delivery of the Products shall be deemed as indicative, not binding for the Seller. The Seller shall in case of an act of God or any other case beyond the Seller's control such as strikes, problems with the forwarding companies, political or any other non-forecasted event, not be held responsible for the delay in the shipment of the Products. In case no delivery date is mentioned the Products shall be delivered within a reasonable time which will be defined by the Seller but in consult with the Purchaser.

5.2 Unless otherwise agreed between Parties in writing, the Seller shall not provide to the Purchaser any compensations for direct or indirect damage due to delay in delivery, disruption or termination of the supply for just cause.

5.3 Unless specifically communicated by the Seller or otherwise agreed between parties in writing, the Products shall be delivered in accordance with Seller's production planning.

5.4 In case the Purchaser comes to know that he is in a situation where it is impossible for him to take delivery of the Products, he shall immediately communicate so to the Seller and indicate a new reasonable delivery date by which he expects to be able to receive the Products. In any such case the Purchaser will be responsible for any cost related to storage of the Products as well as the insurance cost and for any extra cost related to the postponement of the shipment of the Products.

5.5 In case the Purchaser delays the delivery of the Products for a period longer than 20 days, the Seller will have the right to cancel the Sales Contract and/or the Order Confirmation, and claim for the full payment of the Products and for any damages. Further if the Purchaser is responsible for the delay in receiving the Products, then the risk related to the Product will be transferred to the Purchaser regardless of the Incoterms used, this from the moment the Seller has informed the Purchaser in writing, that the Product is ready to be delivered.

5.6 Ownership of the goods shall not be transferred to the Purchaser until the Seller has received full payment of the purchase price defined and agreed on in the Product Sales Contract and/ or Order Confirmation.

5.7 The Seller shall be entitled to carry out partial deliveries if such deliveries are due to extraordinary circumstances or events beyond the Seller's control. In such case the Purchaser shall not be entitled to object or to make any claim whatsoever.

6. PACKAGING

6.1 The Products shall be delivered by the Seller with a packaging suitable and appropriate to the kind of Product delivered and the method of forwarding used.

6.2 If the Purchaser requires special packaging or packing in different from the Seller's standard method of packaging, any additional cost related to such a request shall be charged to the Purchaser.

6.3 In any case, the Purchaser shall return the packaging to the Seller.

7. SHIPMENT

- 7.1 The shipment of the Products is under customer's own risk even if sold "free of carriage".
- 7.2 Under any circumstances, the Purchaser shall release the Products ordered when they are delivered.

8 PRICES

- 8.1 The sales price for the Products price is fixed and defined in the Order Confirmation of the Seller.
- 8.2 Any claim or controversy shall not give the Purchaser the right to delay or suspend or omit the payment or to reduce the sales price.
- 8.3 The Purchaser shall not be entitled to demand a sale price reduction, if he returns the packaging to the Seller.

9 PAYMENTS

- 9.1 Unless otherwise agreed between Parties in writing, the payment shall be made upon the delivery date of the Product or upon receipt the notice of readiness of the Product.
- 9.2 The payments, unless otherwise agreed between Parties in writing, shall be made in compliance with the terms and conditions specified in the Order Confirmations and/ or Sales Contract, even in case of delay in delivery, damages and partial or total losses during shipping; the payment terms shall be fulfilled also when the Purchase does not pick up the Product or when he picks up the Product after 10 days from the notice of readiness of Product. Payment terms must be regarded as essential.
- 9.3 If the Purchaser does not pay the sale price within the due term, he shall pay the default interest according to the provisions of Legislative Decree n. 231/2002 at a rate equal to the Euribor plus 5%.
- 9.4 In case of multiple Order Confirmations and/ or Sales Contracts for Products, the Seller shall be entitled to suspend the deliveries if the Purchaser does not make the payments related to previous deliveries of Product within the terms set forth in the related Order Confirmations and/or Sales Contract. Further all payments received from the Purchaser related to the suspended order confirmation(s) will be used to offset missing payments on the order confirmation(s) already or partly executed; except the right of the Seller to claim for the recovery of the payment and consequential damages.
- 9.5 The Seller shall be entitled to suspend the delivery of the Products in case of an economical or political situation that could prevent the Purchaser from fulfilling his contractual duties such a making contractual payments on time. Such a condition could be receivership or bankruptcy of the Purchaser and any other indication that the Purchaser may not be in the position to fulfill its contractual obligations.
- 9.6 All payments to the Seller are to be made net of any bank cost, stamp duty or other type of deduction levied on the payment by the Purchaser. In case the full amount is not received by the Seller, the deducted amount will be – at discretion of the Seller and on the basis of the applicable law - charged to the Purchaser.
- 9.7 In case the Purchaser cancels the Order Confirmations and/ or Sales Contracts or prevents the Seller from executing the contract, whatever the reason may be, the Seller is entitled to keep any down payment received and to claim for compensation of further damages.
- 9.8 Any technical or commercial problem related to the Products delivered shall not entitle the Purchaser to delay or not effect the payments due to the Seller.

10 DIMENSIONAL TOLERANCES

Unless otherwise agreed between parties in writing, Parties allowed tolerances of use related to manufactured Products and their component parts.

11 UNIT OF MEASURE – TOLERANCES ON QUANTITY - MEASUREMENT CRITERIA

11.1 The Products are sold by meter, number or sometimes per kilogram.

11.2 The Seller shall entitle to deliver and charge 5% plus or minus of the quantity of the Product ordered, according with the lumps available in stock and/ or the quantity of the Product manufactured for that specific Order.

12. WARRANTY

12.1 The Seller guarantees that the delivered Products are free from defects. The Seller also guarantees that the Product comply with technical specification require by the Purchaser and applicable law. Notwithstanding the above, the Seller shall not be held responsible for quality, functionality and specification other those agreed with the Purchaser.

12.2 The Seller guarantees the Product for a period of 12 months from the delivery date.

12.3 Wear and tear Product as well as consumables are excluded from any form of warranty. “Consumable” Products, as an illustrative but not exhaustive example, are intended parts such as tapes, take-up roll and press-piece roll covering, tubes, gear wheels and pallets, etc;

12.4 The guarantee shall not apply if the breakage is the result of the Purchaser’s failure while using and installing the Product.

12.5 From the delivery date, the lifetime of the Products, is subject to the correct use, installation, maintenance condition of the Product and the respect of the applicable law.

12.6 The Seller shall not be held responsible in case any wrongful using or handling of the Product after the delivery date.

12.7 The Seller’s warranty is limited to replacement of broken Product or its part at no cost to the Purchaser. Any action under the Seller’s warranty shall never mean that the warranty period is extended.

12.8 Under no circumstances the Purchaser can claim for loss of production or consequential damages. The Seller shall not be liable for any direct or indirect damages caused to persons, equipment or other things. Particularly, the Seller will be under no circumstances responsible if the cause of the damage is ascribable to negligence, incompetence or other causes not imputable to the quality of the Product and therefore to the Seller.

12.9 It is understood that the violation of the above indicated prescriptions, even one only, as well as of the procedure to be followed in case of claims as per following article, will involve the immediate cancellation of any warranty whatsoever as well as of any obligation of the Seller as indicated in the present conditions.

13. CLAIMS

13.1 The Purchaser shall inspect the products immediately upon delivery at his premises. Particularly the Buyer should verify the conditions of the packing and, in case one case is missing or the cases delivered are damaged, he should immediately write a note in the transport document, and this document should be countersigned by the shipper. By no means is the Purchaser allowed to postpone this verification.

Any possible defect shall be communicated by email by the Purchaser to the Seller (Quality Manager office, address info@mates.it) within 8 (eight) days from the date of arrival of the Product at the Purchaser's premises, after this time no claim shall be accepted. In any case, as far as latent defects are concerned, the claim shall be submitted in writing within and not later than 8 (eight) days from the date when the defect itself has been found. However, the Purchaser shall not raise complaint after the warranty period of 12 months from delivery date.

13.2 The Purchaser shall in his claim describe in detail the number and type of the eventual missing Products and /or the nature of eventual defects as well as include the relevant supporting photographic evidence, in addition to the documentation accompanying the shipment, as obvious. In case the Purchaser fails to file his claim within the time frame mentioned above, the Seller has the right to waive any acceptance of such claim and the Products will be considered as accepted by the Purchaser. Any wrongful handling of the Products, such as storage in an unconditioned or not suited warehouse will make the Sellers liability void.

Furthermore, the Buyer will have to put a label and keep the parts claimed as damaged at Seller's disposal; the serial number of the Product and the date of replacement will have to be indicated on the label.

13.3 Prior written consent of the Seller, in case of quality defects, the Purchaser shall return the Product with its packaging and the related costs shall be borne by the Seller. Otherwise, the Seller shall not accept the returned Product. The Seller undertakes to make the proper check of any of the Purchaser's claims. In case the Seller accepts the Purchaser's claim, the Seller undertakes to make any intervention deemed necessary to settle such issue. In case the Seller can't accept the Purchaser claim, the Seller will inform the Purchaser in writing explaining the motivation for such refusal of claim. Otherwise, the Seller is entitled to decrease the value of the Products, proportionally to the quality or quantity defects.

13.4 In any case, the Seller shall not consider the claim related to the quality of the Product if the Product is handled by third party or if the Purchaser notifies the claim after the deadline for the due payment and the Purchaser has not fulfill the payment obligation. In case of claims related to a single delivery of the Product, the Purchaser can't refuse to pick up the other quantity of the Product ordered, within the date and term agreed by the Parties.

13.5 In case the Purchaser has filed a claim based on a false reason, the Seller shall be entitled to claim compensation for all cost occurred to conduct the analysis of the false claim.

14. ACT OF GOD

14.1 The Parties shall not be liable for the delay in the delivery of the Products or for any breach of contract if caused directly or indirectly by:

- Act of God (such events include but are not limited to circumstances of war, rebellion, revolution, strike or other labor disputes, fire, flood, sabotage, nuclear accident, earthquake, hurricane, storm, and epidemic conditions);
- Circumstances beyond the control of the Parties, which include labor force shortage, material and parts shortage. Further the Seller shall not be liable for any delay in the delivery of the Products in case of shortage in equipment, energy, lack of means of transportation means and prohibitions resulting from governmental regulations.

14.2 In such these circumstances, the deadline to fulfill the obligations shall be extended until the termination of the Act of God or Circumstances beyond the control of the Parties.

14.3 The party shall notify in writing the other Party about the beginning and/or the end of the said circumstances within 7 days.

14.4 If the delay or the failure of the obligations continues for more than 3 months, each Party shall be entitled to unilaterally terminate the Order Confirmations and/ or Sales Contracts and the other Party is not entitled to receive any compensation or indemnity.

15 PRODUCT LIABILITY

15.1 The Seller shall not be liable for any damage, direct or indirect, caused by the Purchaser, to third Parties and/or to things and/or to persons, resulting from use of the Products when the Purchaser does not fulfill technical indications provided by the Seller.

15.2 The Seller shall not be liable for any damage, direct or indirect, caused by the Purchaser, to third Parties and/or to things and/or to persons due to technical specifications required by the Purchaser for the specific Product.

15.3 In any event, the Seller shall not be liable for any loss or consequently damage or loss in the profit. For any such damage, the Seller shall be held harmless by the Purchaser.

15.4 If a third party brings forth a claim towards one of the Parties, the said Party must notify the other one in writing.

15.5 It is understood that any limitation of liability contained in these Conditions must be intended effective except in cases of willful misconduct or gross negligence of Seller.

16. INTELLECTUAL PROPERTY, PROTOTYPES AND SAMPLES

16.1 All information, technical standards, technical specifications and procedures provided by the Seller are exclusive property of the latter. No brand, license or patent utilization or other Industrial or Intellectual Property rights, related to the provided technical specifications and to the provided know-how is granted to the Purchaser with the signature of this Contract.

16.2 The Purchaser shall not use the name, the trademark and other rights related to the Intellectual Property in advertising activities without previous consent in writing by the Seller.

16.3 Therefore, the Purchaser undertakes to use the Samples and the Prototypes only under the Sales contract and/or order Confirmation, and not to sell, show or provide them to third parties.

17. CONFIDENTIALITY

The Purchaser and the Seller agree that each Party may disclose to the other Party confidential information related to its own activity. The parties agree to keep such information confidential and agree not to disclose such confidential information to third Parties. The use of such confidential information is allowed only for the execution of the Sales contract. Upon request by the other Party any documents holding confidential information received by the other Party will be returned.

18. FINAL CONFIGURATION OF PRODUCT(S)

The configuration of the Products sold and confirmed in the order confirmation is final. The Seller is not obliged to accept modifications to the configuration of Product(s) sold. However, the Seller may consider accepting minor changes to the configuration provided the changes are communicated in writing to the Seller at least 8 weeks before the scheduled delivery time. After that date any change to the configuration of Product(s) sold becomes impossible. In all cases any additional cost resulting from the change in configuration will have to be borne by the Purchaser.

19. SAFETY AND D.LGS 231/2001

19.1 The Purchaser declares he is aware of the principles and rules established by the legislative decree D.Lgs 231/2001 defining the “Regulations for the administrative liability of legal persons, companies and associations, even without legal status”, which Mates Italiana s.r.l. has complied with by adopting an Ethic Code with principles and rules of its own business, as well as a Model of Organization, Management and Control with the rules adopted to prevent committing the offenses indicated in the Decree.

19.2 Furthermore, the Purchaser declares he undertakes to respect them as well as to refrain from adopting behaviours that are contrary to them while fulfilling the obligations undertaken by the same upon signature of the present Agreement.

20. PRIVACY LAW

The Seller undertakes to process personal data in compliance with the European Regulation 679/2016 concerning the protection of personal data and the Legislative Decree 10 August 2018, n. 101, concerning the provisions for the alignment of the Italian legislation to the aforementioned European Regulation. For that purpose, is attached the notice to Mates Italiana s.r.l.’s Customers.

21. APPLICABLE LAW AND JURISDICTION

21.1 These General Conditions and the related Sales Contracts are governed by the Italian Law. Any dispute concerning the application and interpretation of the present document shall be referred to the exclusive jurisdiction of the Court of Milano, Italy, or, at the discretion of the Seller, the Court of the Buyer.

21.2 These General Conditions are governed in Italian language notwithstanding any translation in a different language. In case of discrepancies between the Italian and the translated version, the Italian version shall prevail and the English version is the only version to interpret these present General Conditions.

21.3 The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG -1980, Vienna) is expressly excluded.

These GENERAL TERMS AND CONDITIONS OF SALE are to be regarded as an integral part of the quotations and order confirmations issued by Mates Italiana s.r.l.

In compliance with articles 1341 and 1342 of the Italian Civil Code, the Purchaser specifically approves the following clauses: 2 Enforcement of the general conditions; 4 Offers, Contracts and Orders; 5 Delivery; 7 Shipment; 8 Prices; 9 Payments; 12 Warranty; 13 Claims; 14 Act of God; 15 Product Liability; 16 Intellectual Property, Prototypes and samples; 17 Confidentiality; 19 Safety and D.Lgs 231/2001; 20 Privacy; 21 Applicable Law and Jurisdiction.