

GENERAL CONDITIONS OF SALE
ANNEX TO ORDER NO. DATED

1. Preamble

These general conditions of sale are unconditionally accepted by the customer on signing of this order, of which they therefore constitute an integral, inseparable part.

2. Retention of title

The goods ordered are supplied with retention of title by Femak S.r.l. and therefore the purchaser shall not acquire title to the same until full payment of the price, although the latter accepts all the relative risks from the time of delivery, in the event that this occurs prior to payment of the full amount due. Femak S.r.l. may register and if necessary transcribe this contract at the expense of the customer, who specifically authorises the said procedures by signing these presents.

3. Price

The price payable for the items supplied is as stated in this order. In all cases, the price specified in the order does not include any changes and/or modifications to the items originally ordered, which shall therefore be billed separately as agreed or, in the absence of an agreement, at the prices currently charged to its clientele by Femak S.r.l.

4. Payment terms

The payment terms are those stated in this order and may not be modified in any way without the specific agreement of Femak S.r.l. The latter shall be entitled to suspend supply if payments are not made by the agreed terms, in case of the cessation or reduction of the current guarantees of the purchaser's solvency or its creditworthiness in general, or if it is admitted to bankruptcy protection. In this event the purchaser shall have no grounds for claiming damages of any kind, while Femak S.r.l. may consider the contract terminated with immediate effect pursuant to art. 1456 of the Italian Civil Code.

In these circumstances Femak S.r.l. shall be entitled to retain all sums already received by way of penalty for default, without prejudice to its right to compensation for any additional damage incurred.

In all case, regardless of the agreements reached with regard to their procedures, payments shall be considered to have been made to the domicile of Femak S.r.l. and any, even repeated, planned or unplanned extensions of their expiry dates shall not imply a novation or trigger the expiration of any clause of this contract, especially with regard to the retention of title specified previously.

Down payments shall be retained by Femak S.r.l. by way of penalty in the event that the purchaser cancels the order for any reason, without prejudice to the right to compensation for any additional damage incurred.

In the event of late payment, the customer shall be obliged to pay Femak S.r.l. interest on arrears as per Italian Legislative Decree 231/2002, with no requirement on the latter to issue any formal payment demand.

5. Delivery

Delivery occurs at the time when Femak S.r.l. consigns the goods to the carrier. Unless otherwise agreed in writing, the goods supplied always travel at the purchasers' risk, even if sold carriage paid, with payment cash on delivery or on receipt of the goods.

In the absence of any special, specific agreement to the contrary, delivery times shall always be guideline and approximate. In the event that the said times are the subject of a special, specific binding agreement, Femak S.r.l. shall still have no liability in case of failure to comply with them. In all cases, no penalties shall be accepted.

6. "Solve et repete" clause

With regard to any dispute arising between the purchaser and Femak S.r.l., the former shall not be permitted to initiate any litigation in relation to the latter unless it has fulfilled all its payment obligations in accordance with the contract.

7. Declaration of conformity

Femak S.r.l. declares that the Machinery complies with all the relevant provisions of the Machinery Directive 2006/42/EC and the technical standards applied: EN ISO 12100: 2010 (safety of machinery). Therefore, the purchaser shall be obliged to check for any differences between the European standards and those of the Machinery's country of destination, with regard to which no guarantee is provided and for which Femak S.r.l. shall be considered relieved and indemnified by the purchaser. The purchaser declares that it is aware that in the Republic of Italy, for the installation and use of lifting equipment with a load weight capacity exceeding 200 kg the user is under an obligation to notify the supervisory body (INAIL), by filling in a special form issued by the said body. The purchaser therefore undertakes to check and comply with regulations with similar contents in force in any countries other than Italy for which Machinery is intended, with regard to which Femak S.r.l. shall be considered relieved and indemnified by the purchaser.

8. Warranty

Machinery is sold and consigned to the purchaser complete with a detailed instruction manual for its use and maintenance.

The warranty applied to the Machinery shall remain in force for twelve months from delivery of the goods to the purchaser, and its validity shall be conditional on the correct use of the Machinery, its maintenance in accordance with the manual, and submission of proof of purchase accompanied by the fiscal document issued by the dealer.

During the warranty period, at its own discretion and after confirming the presence of the fault claimed by the purchaser, Femak S.r.l. undertakes either: A) to repair the components of the Machinery found to be faulty free of charge at its plant at Castelnuovo Rangone (Modena, Italy); or B) to replace the Machinery if, at its own absolute discretion, it considers this necessary. In the aforesaid cases the costs of removing, packing and transporting the product, as well as the related risks, shall be borne by the Purchaser.

The warranty does not extend to parts subject to normal wear and tear, damage caused by incorrect or inadequate maintenance, incorrect operation by the purchaser's staff or incorrect or negligent treatment, damage or deterioration caused or aggravated by failure to stop using the Machinery in case of technical problems, power surges, variations in working temperature, or any other cause beyond the direct control of Femak S.r.l.

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9. Liability

In the event that the Machinery purchased is used in contravention of the instructions provided in the use and maintenance manual, or for purposes other than those described therein, if it has been modified, moved or altered, or if it has not been correctly maintained (e.g. use of non-genuine spare parts), Femak S.r.l. shall be in no way liable for any financial or other damage incurred by the purchaser and/or third parties;

Regardless of cause, Femak S.r.l. shall never be held liable for any direct or indirect accidental damages arising from loss of profit, loss of earnings, reputational damage, loss of output or data, or complaints from the purchaser's customers.

In all cases, the total liability of Femak S.r.l. shall be limited to a compensation not exceeding twice the value of the Machinery sold.

10. Non-disclosure and intellectual property

The purchaser irrevocably undertakes not, either during the validity of this contract or after its termination, to in any way disclose any technical, production or commercial information relating to Femak S.r.l. or its customers which has come to its knowledge by any means, and undertakes to ensure that the same obligation extends to its employees, and to its partners in the event that the company is wound up or any partners withdraw from it. Moreover, for any completion of the supply of goods covered by this contract, the purchaser undertakes not to use devices, technical solutions or products belonging to third parties or the use or exploitation of which for economic gain is covered by third -party exclusive rights of any kind. If the above should occur, all the relative consequences, including the payment of compensation, shall be for the customer's account. Moreover, by signing this contract the customer specifically declares that it relieves and indemnifies Femak S.r.l. of any such prejudicial effects. Naturally, all the documentation consigned to the purchaser by Femak S.r.l., such as designs, technical drawings, photographs, reports and formulae, with no exceptions, shall continue to be the property of Femak S.r.l., while the purchaser shall be absolutely prohibited from reproducing the same and/or disclosing them through publications of any kind, such as (but not limited to) brochures, flyers, websites and printed matter in general, with no exceptions.

Femak S.r.l. shall continue to be the sole proprietor of any drawing, document, technical information or software relating to the Machinery or its parts, acquired by the purchaser before or after conclusion of the contract, and the purchaser shall not be able to claim any rights over them. Therefore, the customer shall not use the said drawings, documents, technical information or software containing commercial secrets relating to Femak S.r.l. for purposes unrelated to the contract, and they shall not be copied, modified, reproduced, sent or disclosed to third parties without Femak S.r.l.'s specific written consent.

Moreover, the purchaser shall not undertake any reverse engineering activities on the Machinery, either directly or indirectly through third-party companies. Therefore, the purchaser is specifically prohibited from any unauthorised tampering with the Machinery or any other activity in any way intended to enable the acquisition of technical information relating to the same not already contained in the maintenance and use manuals supplied.

In the event of proven violation of the aforesaid obligation, Femak S.r.l. shall be entitled to obtain from the purchaser, by way of standard penalty, an amount equal to 15% of the value of the Machinery sold, with a minimum of € 10,000.00, while retaining the right to compensation for any further damage incurred.

11. Non-transferability of the contract

This contract shall not be transferred to third parties, either in whole or in part, without the consent of Femak S.r.l. Any amendments to the same shall always be made in writing.

12. Express termination clause

In the event that the purchaser breaches any clause of these general conditions of sale or the order, the contract shall be terminated as of right pursuant to art. 1456 of the Italian Civil Code, simply by notification by Femak S.r.l. via certified email or recorded delivery with return receipt.

13. Consent to the processing of personal data pursuant to the GDPR 2016/679

By signing these conditions, for the intents and purposes of the GDPR 2016/679 the customer consents to the processing of its data by Femak S.r.l. for commercial-marketing purposes. In accordance with the aforesaid legislation, the data subject may access their data at any time and request their alteration and/or erasure.

14. Applicable law and legal jurisdiction

These general conditions of sale, individual orders and order confirmations, and the entire contractual relationship established, are governed solely by Italian law, with the specific exclusion of the provisions of the Vienna Convention on Contracts for the International Sale of Goods of 11/4/1980.

Any disputes concerning the interpretation, performance or termination of this contract shall be submitted solely to Italian jurisdiction and the competence of the Law Court of Modena.

With regard to international jurisdiction pursuant to art. 25 of Regulation (EU) no. 1215 of 12/12/2012, any disputes concerning the interpretation, performance or termination of this contract shall be submitted solely to Italian jurisdiction and the competence of the Law Court of Modena.

Modena, date

Signed the Purchaser

Signed Femak S.r.l.

For the intents and purposes of articles 1341 and 1342 of the Italian Civil Code, the purchaser specifically declares its approval of clauses nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

Signed the Purchaser

Signed Femak S.r.l.