



CONTRACTUAL CONDITIONS

1. CONTRACT

The following terms and conditions (the "Contractual Conditions") regulate the purchase and sale of machines, and / or plants, and / or industrial presses and / or production lines and / or mechanical components and / or sub-assemblies (the "Products") between the seller ValmaTrading GmbH based in Austria - Hans Gasser Platz 6b in Villach – Vat ATU68029956 - (the "Seller") and the Purchaser.

This Contract constitutes the entire agreement existing between the Parties in relation to the subject matter of this Contract (sale with reservation of ownership) and cancels and replaces any other previous agreement, verbal or written and any previous correspondence between the Parties in relation to same object. Any agreement that is different from these Contractual Conditions will be effective only if explicitly accepted by the Seller in writing.

The premises are an integral part of this contract and are intended to be re-proposed here.

With this Contract, the Purchaser agrees to purchase from the Seller, and the Seller agrees to sell and supply the Purchaser with the machinery and / or the industrial press and / or the production lines and / or the components and / or the accessories better indicated in the preamble (and which are to be understood here fully reported) and agrees to provide the services better indicated in the premises.

The Purchaser declares and guarantees to purchase the Products solely for legitimate civil use.

2. EXCLUSIONS FROM THE SALE OF PRODUCTS

The following items are excluded from the purchase and sale of the Products (unless otherwise agreed in writing expressly accepted by the Seller):

- Foundations if necessary, and any masonry work and / or civil works in the Purchaser's building.
- The raw materials necessary for any tests and / or testing of the Products.
- Specialized personnel and not for assistance to the Seller's technicians during the execution of the works, including interpreter, if necessary.
- Lifting and transport vehicles to transfer the Products from the warehouse to the place of installation.
- All the necessary tools to open the packaging and place the Products in the intended place.
- All ducts / pipes for power supply, compressed air, etc., according to the flow rates and consumption required by the Products.
- Positioning of the Products in the intended place, as well as the connections of the users.
- Spare parts, unless otherwise specified.
- Any other unspecified supply and / or documentation and / or services.

3. SUBSEQUENT AMENDMENTS

Any changes that the Purchaser makes in the Contract / Order, as well as any change in the technical and / or set-up order, may imply, in the Seller's opinion, the extension of the expected delivery time, as well as a revision and increase of the price.

Any modification of this contract will be valid only if made in writing and signed by authorized representatives of both Parties and expressly identified as an amendment to this Agreement.

4. TECHNICAL IMPROVEMENTS

The Seller reserves the right to make any changes, technical and / or aesthetic, which may be necessary to increase the safety and / or performance and / or quality features and / or to promote the best and / or safer operation of the Products ordered by the Purchaser.

5. PAYMENT

The payment of the price of the Products must be paid by the Purchaser to the bank account indicated by the Seller, on the understanding that the payment will be made in favour of the Seller only at the time the relative sum has been unconditionally credited to the Seller's current account.

Following negotiation, the Parties have agreed that the delay in payment constitutes a serious breach by the Purchaser. In the event of default by the Purchaser, the conditions set forth in this contract regarding the termination of the contract and delay in payments are reserved.

This Contract will come into force at the time of its signature by both Parties, provided that the Deposit, equal to 20% of the price of the Products indicated in the preamble (over tax charges due by law), has been received by the Seller within 10 days from the conclusion of the Contract.

A further advance payment equal to 70% of the price of the Products indicated in the preamble and object of the sale with reserve of ownership shall be paid before the load by the carrier indicated by the loaded part of the transport.

The balance of the amount due in favour of the Seller (equal to 10% of the price of the Products indicated in the premises, in addition to the tax charges due by law) must be paid by the Purchaser within 10 days of delivery of the Products.

6. DELIVERY OF GOODS

Unless otherwise agreed in writing between the Parties, deliveries in relation to the Products indicated in the Premises will be made by the Purchaser.

If the Parties have established that the Seller will handle the transport, the relative costs assumed by the Seller for delivery to the place indicated by the Purchaser are not to be understood as included in the sale price of the Products as indicated in the preamble.

Transport costs not included in the purchase price will be paid by the Purchasing Party at the simple request of the Seller within a maximum period of 10 days. To the sums owed by the Purchaser for the transport costs by the Seller apply all the rules and conditions established by the present contract for the corresponding service of the Purchaser as applicable.

All dates indicated for delivery are only approximate and non-binding. The delivery term / s cannot be considered as essential / and no liability can arise for the Seller if, despite the efforts of the latter, there will be a delay in the delivery of the Products with reference to the scheduled dates.

The delays due to logistical and / or organizational problems of transport as well as the technical waiting times for obtaining the necessary documentation will not imply any responsibility for the Seller.

7. RESPONSIBILITY OF THE SELLER AND ITS LIMITATIONS

If the delivery of goods is subject to significant delays of more than 9 months for reasons attributable solely to the Seller and not dependent on third parties, the Purchaser who has proven to have suffered damages may request, by way of full compensation and with waiver of any other right and claim, an indemnity equal to 0.5% for each month, with a 2-month allowance.

In any case, the total amount of the indemnity can never exceed 1% of the price invoiced on the part of the sale in relation to which the delivery delay occurred.

This limit constitutes the maximum limit of compensation payable by the Vendor to the Purchaser in respect of any breach of the Vendor relating to the Contract. Any other remedy and the reimbursement of further damages are expressly excluded. In any case, the liability of the Seller for damage caused by loss or reduced production, as well as for indirect and consequential damages remains excluded.



The declarations, guarantees and responsibilities of the Seller, pursuant to and in relation to this Contract, are limited to those expressly provided for herein. Except as expressly provided for by this Contract or by mandatory and mandatory application rules, the Seller shall have no liability for loss of profits, indirect damages, direct or indirect losses of any kind (including personal injury and damage to property) or for any loss or damage resulting from mere advice given to the Purchaser by the Seller.

8. INSTALLATION, ASSEMBLY AND START-UP

If foreseen in the premises of the contract, after the delivery of the Products and if the written request intervenes within a maximum period of 3 months from the same, the Seller undertakes to have its qualified technicians go to the place of installation of the Products - within 30 days following the written request of the Purchaser - in order to install and / or assemble the Products and / or proceed with their start-up. Unless expressly provided for, the costs of installation and start-up are not included in the price set for the sale.

It is understood that the Seller cannot, under any circumstances, be required to make available to the Purchaser, at his own expense, additional personnel, both in terms of number and in terms of period of stay, compared to what the Seller deems reasonable, based on the experience of the Seller himself in his field of activity.

The Purchaser will be responsible for providing suitable foundations, constructions, lifting equipment, qualified and unqualified personnel, water, connections for electricity and other fluids, raw materials and other materials, labor, services and equipment reasonably necessary. to allow the technician / s of the Seller to install and / or start the Products.

9. WARRANTY

The Parties agree that the only warranty that may be provided by the Vendor to the Purchaser is that for mechanical defects of the Products only and exclusively if expressly provided for in the Special Conditions of sale of the products (page 1 of this contract).

If expressly provided for under the particular conditions of sale of the products, this guarantee will last 12 months from the date of delivery. The duration of the warranty can not however be extended beyond 15 months from the date of shipment of the Products.

The warranty will consist exclusively, at the Seller's choice, in the repair or replacement, at the expense and expense of the Seller, of the structural parts and other components of the Products that are faulty or non-compliant due to defects of origin.

The Seller will replace or repair the defective parts as soon as possible, to be established from time to time between the Parties, and will have the right to request the Purchaser to promptly return the replaced parts.

The warranty does not extend to the Products and / or their parts subject to normal wear and tear or to damage caused by incorrect or defective maintenance, incorrect handling of the Purchaser's personnel, the use of inappropriate raw materials, from defective or neglected treatment, from excessive use of the devices, from damage or deterioration caused or aggravated by the non-interruption of use of the goods in the presence of technical problems, or changes in electrical voltage or processing temperature, or any other cause not directly attributable to the Seller.

The warranty loses its effectiveness when the Products are installed equipment or devices or spare parts not provided by the Seller and when changes are made without the prior written consent of the Seller.

For Products delivered disassembled by the Seller, the warranty loses any effectiveness if the assembly, installation or commissioning is not carried out by the Seller's personnel.

The Seller will not respond, without prejudice to the mandatory limits of the law, of damage caused by any defects of its Products and the warranty will be excluded any further damage, including those resulting from failure or reduced production, as well as indirect and consequential damages, or deriving from termination of the Contract or its non-execution. The guarantee is subject, under penalty of forfeiture, to the notification of the defect, communicated in writing by the Purchaser to the Seller, within 15 days from the moment in which the Purchaser made the discovery, as well as to the express request for warranty intervention

The aforementioned guarantees are granted on condition that the Purchaser cooperates fully with the Seller for any installation and / or ignition and / or testing process and provides everything required in this Contract, or as may be reasonably indicated and required by Seller to the Purchaser, as soon as reasonably possible.

10. TERMINATION OF THE CONTRACT

Having been agreed between the parties and after long negotiations that the delay in payment constitutes a serious breach by the Purchaser, it is established that the Seller will have the right to suspend and / or terminate this Contract and / or withdraw from the same, by simple written notice, and with immediate effect, if the Purchaser does not regularly and entirely fulfill its obligations to pay the price (including the payment of the advance) or the presentation of suitable payment guarantees.

The Seller may also immediately terminate this Agreement by means of a simple written notice, in the event that the Purchaser is subject to bankruptcy proceedings, or substantially change its capital conditions in such a way as to place the counter-performance in evident risk and danger. (by way of example: subject to foreclosures for significant amounts, state of insolvency, elevation of protests against him, etc.).

Unless otherwise agreed in writing by the Vendor, if the letter of credit that may have been provided has not been issued within 30 days following the date of conclusion of this Contract, or if on the day fixed for the loading of the Products there is still no credit 'advance agreed on the current account of the Seller, the latter will be entitled, at its discretion and without incurring any liability, to:

a) Declare the present Contract terminated and retain the portion of the Purchase Price already paid by the Purchaser, as a refreshment for expenses incurred by the Seller in relation to this Contract with the right to request any further damages;

b) Reject, in whole or in part, the delivery of the Products or to postpone it until such time as all the sums owed by the Purchaser to the Seller have been paid. Any additional transportation charges will be charged to the Purchaser and must be paid together with the balance.

Failure to pay in the agreed terms even of a single installment that exceeds the tenth part of the price, or the non-payment of two non-consecutive installments (regardless of their single or total value), entails the Seller's right to terminate the Contract with effect from the moment of the written communication to the Purchaser, as well as the Seller's right to demand immediate payment of the entire remaining credit.

In the event of termination for reasons attributable to the Purchaser, the Seller shall have the right to obtain immediate return of the Products delivered and to retain, as compensation and / or for use by the Purchaser of the Products, the installments already collected and the deposit already received, except in any case the compensation for further damage.

11. EVENTUAL DISPUTES

Any disputes regarding the performance of this Contract and / or the quality and quantity of the goods supplied



will not entitle the Purchaser to suspend or delay payments due to deadlines.

The Purchaser's right to obtain the suspension of the Contract is respected where suitable reasons are directly and exclusively attributable to the Vendor, subject to prior agreement with the Seller.

12. FORCE MAJEURE

Force majeure means any unpredictable action and / or event, independent of the direct will of the contracting parties, outside their control and which cannot be promptly remedied (by way of example and without limitation: war, acts of terrorism, riots and riots, transport and / or customs strikes, administrative seizure measures, laws or regulations of any territorial body or administrative authority, interruption of communication routes, embargoes, fire, sabotage, disasters or adverse natural events such as heavy snowfall, landslides, floods, gas leaks, preventive measures by governmental or fiscal authorities or customs or responsible for transit of means of transport, suspension in the supply of raw materials, equipment, power, electricity or fuel, work performance, temporary impossibility of the chosen carrier, delay in delivery, work disputes of any kind).

Upon the occurrence of such events of force majeure, the obligations of the Parties which cannot be fulfilled due to such cause shall be considered automatically suspended, without penalty, for the duration of the force majeure. The Parties undertake, however, to take the initiatives in their power to try to ensure, within a short time, the normal fulfillment of the obligations.

Should the parties not be able to perform the services for a period of time exceeding twelve months due to the continuation of the force majeure, they will meet in order to adopt the appropriate decisions regarding the Contract.

If at any time during the period of the present Contract, i) the continuation of the fulfillment of the obligations of the Seller arising from this Contract becomes excessively burdensome due to an event not dependent on the reasonable control of the Seller, an event that the Seller does not was reasonably obliged to take into consideration when signing this Contract and, if ii) the Seller could not reasonably avoid or exceed this event or its consequences, the Parties, within 30 days following the written communication by the Seller to the Purchaser about the intervention of an impedimental event of force majeure, they will negotiate alternative contractual conditions intended to alleviate or mitigate the effects of such excessive burdensome burdens. If the Parties are unable to reach agreement on these alternative contractual terms, the Seller will have the right to proceed with the termination of this Contract and to withhold the part of the Purchase Price already paid by the Purchaser, as partial refreshment for expenses incurred by the Seller in relation to this Contract.

13. DELAY IN PAYMENTS

In case of delayed payments compared to the established dates, the Purchaser will be automatically constituted in arrears and the default interest will automatically begin, without any formal arrears notice of the debtor, from the day following the expiry of the payment deadline.

It is agreed between the Parties that the default interest rates are equal to the reference rate of the European Central Bank (ECB), announced every six months by the Ministry of Economy and Finance through publication of a special notice in the Official Gazette plus 8 percentage points

14. MISCELLANEOUS

Any eventual inapplicability, in whole or in part, of any provision of these Contractual Conditions, is without prejudice to the validity of the other clauses. The data reported on offers, catalogues, circular letters, advertising (including online and / or through third parties), such as weights, prices,

speed, delivery terms, etc., are purely indicative and do not constitute a commitment of the supplier / seller in this sense

15. COMMUNICATIONS

Without prejudice to any other express provision of this Contract, all communications due under this Contract must be made in writing and must be sent to the Parties by registered letter with acknowledgment of receipt, to the addresses mentioned above, or via PEC, or according to the modalities established later and accepted by the Seller

16. DISPUTES - APPLICABLE LAW

This contract is regulated by the European law. The Parties hereby agree that the Court of exclusive jurisdiction for any dispute concerning this contract, its interpretation and / or its execution, as well as the issuance of injunction orders is that of Vendor's choice.

Following negotiation, the Parties also agree that it is without prejudice to the Seller's right to act judicially also in the Court of the place where the Purchaser is located in order to obtain precautionary and / or urgent measures and / or supervisory proceedings.

17. TREATMENT OF PERSONAL DATA

Pursuant to art. 13 of Legislative Decree 196/2003 (hereinafter "Privacy Code") and art. 13 of the EU Regulation n. 2016/679 (hereafter "GDPR 2016/679"), containing provisions to protect people and other subjects regarding the processing of personal data, the personal data provided will be processed in compliance with the aforementioned law, to protect confidentiality of the subjects involved.

The personal data processed are essentially identifying and tax data, such as personal data, location, telephone, fax, e-mail, website, social security number, VAT number, etc. etc.

The processing of personal data will take place for the following purposes: 1) for the conduct of negotiations and for preliminary requirements for the conclusion of the contract and its execution; 2) for a correct management of the established contractual relationship (for example, the issue of purchase orders, invoicing, etc., etc.); 3) to fulfill all legal obligations and for administrative and commercial purposes;

The treatment will be carried out in an automated and / or manual form, in compliance with the provisions of art. 32 of the GDPR 2016/679 and Annex B of the Legislative Decree 196/2003 (articles 33-36 of the Code) on the subject of security measures, by persons specifically appointed and in compliance with the provisions of art. 29 GDPR 2016/679.

In compliance with the principles of lawfulness, purpose limitation and data minimization, pursuant to art. 5 GDPR 2016/679, personal data will be kept for the period of time necessary to achieve the purposes for which they are collected and processed

The conferment of the data and the relative treatment are functional to the execution of the intercurrent sale contract; any refusal to provide personal data, therefore, will make it impossible to start or continue the business / professional relationship.

Pursuant to art. 24 of the Privacy Code, consent is not required as the processing of data is necessary to perform the obligations arising from the contract established or to fulfill the specifications required before the conclusion of the contract of sale. The authorization to process personal data, therefore, is considered conferred for the performance of the services deriving from the contract.

In relation to the aforementioned purposes, personal data may be communicated to the following categories of subjects: 1) employees and collaborators in charge of the processing for the management of the practices relating to the commercial relationship in progress; 2) Credit institutions for payment collection operations; 3) Companies or professional



firms for any activities to be carried out related to the correct execution of the contractual obligations; 4) freelancers, companies or legal, tax and commercial consultancy firms; 5) couriers, shippers, custodians and other service companies that are functional to the commercial relationship between the company and the interested party; 6) Authorities or public administrations for the fulfillment of every legal obligation.

As an interested party, the exercise of specific rights is recognized, including, in particular, that of obtaining at any time the confirmation of the existence of the data and of knowing its content and origin, verifying its accuracy or requesting it. the integration or updating, rectification or cancellation, as established in art. 7. Legislative Decree 196/2003 and articles from 15 to 22 of EU Regulation no. 2016/679. For legitimate reasons, moreover, you can oppose the processing of personal data.

The controller of data processing is Valmatrading GmbH with registered office in Austria - Hans Gasser Platz 6b in Villach, and the Data Protection Officer can be contacted at the e-mail address info@valmatrading.com.