

GENERAL TERMS AND CONDITIONS OF SUPPLY

Characteristics of the goods	It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colors and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of the Seller, shall not take effect as terms of the Contract unless expressly referred to in the Contract. Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc. which may have been made available to him. The Seller also remains the exclusive owner of any intellectual or industrial property rights relating to the goods.
Modifications to existing Equipment	The Buyer is hereby informed that: (i) For Equipment installed in EU COUNTRIES: a) If a new kit has to be installed on an existing Equipment manufactured and supplied by the Seller or any other equipment builder, or parts of the Equipment have to be removed, thereby causing a Substantial Modification on the production line, the Buyer shall, without fail, prior to commissioning, re-certify the Equipment with CE certification at his own expense (including a new "risk analysis" and the costs associated with any necessary improvements for the safety adaptation of the system). The recertification of the Equipment may be requested from the Seller or if the latter cannot process the request to a certified and qualified external authority. In any case, the Seller undertakes to supply the new kit to be installed already certified as "almost Equipment" in accordance with Directive 2006/42/EC, together with the declaration of incorporation. b) If a new kit is to be installed on the Equipment manufactured and supplied by the Seller or parts of the Equipment must be removed, thus resulting in a Non-Substantial Modification on the production line, in which case the Buyer shall not have to re-certify the Equipment with CE certification. (ii) For Equipment installed in NON-EU COUNTRIES: if a new kit is to be installed on the Equipment manufactured and supplied by the Seller or parts of the Equipment are to be removed, irrespective of whether this results in a Substantial Modification or a Non-Substantial Modification on the production line, as the case may be, the Buyer shall be obliged to check whether the Equipment is to be re-certified in accordance with the laws in force from time to time and applicable in the country in which the Equipment is located. It is understood that any re-certification shall be carried out exclusively at the expense of the Buyer, who shall have to apply to a certified and qualified external authority. In any case, the Seller undertakes to supply the new kit to be installed already certified as "almost Equipment" in accordance with Directive 2006/42/EC, together with the declaration of incorporation.
Warranty	Complaints regarding transport damages must be brought to Seller's notice immediately after receipt of the Equipment at Buyer's plant. Otherwise, Seller is not obligated to recognize any complaints or claims for damages. For its Equipment, the Seller guarantees faultless material, good workmanship and good functioning, assuming proper usage for 12 (twelve) months from the Delivery Date (date of transport document). During this period Seller shall deliver from its factory, and without charge, replacements for unusable parts or for parts which show signs of defective material or defective workmanship. Seller cannot guarantee parts which, due to their material quality or to the type of usage, are subject to premature wear (e.g., springs, heaters, knives, seals, belts).

	Seller's warranty does not apply if the functioning of the Equipment or the quality of the item produced is impaired by special climatic conditions or other location or operational conditions at the installation site. Any further claims, especially for damages, are not possible. Seller's warranty ceases to apply altogether if alterations or repairs are undertaken by the other party without Seller's approval. The Buyer accepts from now, without any reservation or exception, that the Seller cannot be called to refund for any indirect or consequential damages.
Internet connection	The Equipment must remain connected to internet until the Total Price has been fully paid by the Buyer.
Reservation of ownership	The Equipment and, more in general, all goods delivered remain Seller's property until the Total Price has been fully paid. The Equipment cannot be resold to a third party before full payment has been done. Such shall be certified by a separate document. The Buyer is obliged to insure the delivered goods at his own expense against fire, water and other damage if he does not have appropriate business insurance.
Patent infringements	The Seller confirms that in case the Buyer is called for claimed infringements of any patent related to the Equipment he shall be fully responsible. The prompt action shall be that of eliminating the causes of the claimed infringements. For any aspect related to the infringement of patents related to the Product, the responsibility is on the Buyer.
Non reproduction	Buyer agrees not to reproduce, in whole or in part, directly or indirectly through third parties, the Equipment and its parts for any reason.
Confidentiality	For a period of 5 (five) years from the date of signing of this Contract, the Buyer agrees not to divulge, directly or indirectly through third parties, to any competitor of the Seller, the Supplier's proprietary information, including, but not limited to, technical documentation, drawings and any relevant information concerning the machine and its operation.
Early Termination	Any negligence or lack of interest shown by the Buyer in respect of the terms and conditions of the Contract, for example: undue delay in payments, undue delay in its obligations pursuant the present Contract, undue delay in defining Technical Specifications of the Equipment or of the Product, delay in taking delivery of the Equipment etc., constitute the intention of the Buyer to terminate the Contract and the Seller reserves the right to consider the Contract terminated implicitly by the Buyer. In this case, the Buyer shall be liable and agrees to pay a Cancellation fee, upon receipt of the invoice of the Seller. If the Buyer deems it necessary to terminate the Contract prior to its completion, he agrees to pay, upon receipt of invoice from the Seller, a Cancellation fee for Early Termination. The Cancellation fee will be calculated based on any costs incurred by the Seller in connection with the execution of the Contract plus a percentage of lack of profit. The early termination of the Contract shall be communicated by either party by registered letter anticipated by e-mail, and/or certified e-mail.
Inspection permission	After advance request for authorization by the Seller, Buyer agrees to allow entry to its own production facility to visitors accompanied by personnel of the Seller, in order to see the Equipment, units or parts of Equipment supplied by the Seller. The Buyer shall not refuse permission to inspection without a justified reason.

Delay in accepting the Equipment	In case of delayed acceptance of the Equipment by the Buyer, he will have to effect payments as if the Equipment had been delivered. The Seller will arrange storage of the Equipment at the cost and risk of the Buyer. Where required by the Buyer, the Seller will insure the line at the expense of the Buyer. Provided that the delay in the acceptance of the Equipment is due to reasons of Force Majeure, and that the Seller may store the Equipment in its premises without affecting its activity, the cost of storage will not be charged to the Purchaser. Unless the Buyer's failure is due to reasons of Force Majeure, the Seller may request, in writing, the Buyer to accept delivery of the line within a reasonable period. If the Buyer fails, within a reasonable period of time, to accept delivery of the line, in whole or in part, the Seller may (by written notice to the Buyer), without requiring the consent of any Court, terminate this Contract for default by the Buyer and recover from him, all the losses due to said failure, up to an amount not exceeding the price payable under this Contract and/or attributable to the portion of Equipment not delivered.
Force Majeure	The following are considered as cases of "Force Majeure" if they intervene after the signature of the present Contract, and impede wholly or partly its execution: acts of God, strikes or other labor disputes, fire, wars, accidents, government actions, embargo, insurrection, shortage of transport, shortage of materials, damage to the production facilities by fire, earthquake or storm, or any other cause reasonably beyond the control of the parties. Neither party to this Contract shall be liable for damages or late delivery charges nor be deemed to be in default by reason of any failure or delay in performance due to the above mentioned cases, provided that the affected party shall immediately notify the other party in writing of the situation, reciting all relevant information, and provided further that the affected party shall use its best effort to overcome such obstacle to performance and shall promptly resume its performance upon cessation of such cause or circumstance of force majeure. Any delay excused by the provisions of this clause shall extend the time of performance under this Contract for a period of time not to exceed the length of the delay caused by the force majeure condition, provided that any party claiming the benefit of this clause shall use all reasonable diligence to remove the cause of delay as quickly as practicable and shall inform the other party of such delay within ten (10) calendar days. Notwithstanding any of the foregoing, either party may terminate this Contract upon written notice to the other in the event an occurrence of force majeure lasts for ninety (90) calendar days or more.
Severability	Each of the provisions of this Agreement shall be construed alone and shall be severable from the rest of this Agreement. However, if any provision of this Agreement or the application of any terms of this Agreement shall be deemed to be invalid, illegal or unenforceable, the Parties shall use their respective best endeavours to replace the relevant provision with a provision having in so far as possible the same economic effect as the original provision. The validity and enforceability of the remaining provisions or terms of this Agreement shall in no way be affected or impaired thereby.
Assignment	Neither of the Parties shall be entitled to assign this Agreement or any of its rights and obligations under it without the prior written consent of the other Party.
Waiver	No waiver shall in any event be construed to be a general waiver of any of the provisions of this Agreement. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.
Modification	Any modification of this Agreement or additional obligations assumed by any Party in connection with the subject matter hereof shall be binding only if in writing and signed by both Parties.

Replacement	This Agreement cancels and replaces any previous offer, understanding, quotation, verbal or written, made between the parties, having the same purpose and the same scope of supply.
Translation	If this Agreement is translated and if there is a conflict between one or more provisions, the English version will prevail.
Notices	Any notice or communications relating to this Agreement shall be in writing and shall be deemed effective only if it is received by the addressee by registered letter or by courier service at the addresses set out in the epigraph (or at such other addresses as the Parties may subsequently communicate in the same form). In any case, the Parties shall be entitled to anticipate the above written communications by e-mail to the following addresses: → If addressed to CCS:; → If addressed to the Buyer: Notices and communications will be considered received by the addressee the day indicated in the return receipt of the registered letter or of the courier delivery. The Parties undertake to notify any change of the above addresses no later than 72 (seventy-two) hours from the execution of the change, to be valid.
Applicable law	Any questions relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself (i.e. these General Conditions and any specific conditions agreed upon by the parties) shall be governed: A. by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and B. to the extent that such questions are not covered by CISG, by reference to the law of the country where the Seller has his place of business. If the Buyer's country hasn't subscribed to CISG, the law of the country where the Seller has his place of business will apply.
Disputes and Jurisdiction	Both parties agree to resolve all disputes in a friendly constructive manner. When any dispute is not resolved through good faith efforts of the Parties or mediation, such dispute shall be settled exclusively and finally by arbitration. Arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") by 1 (one) arbitrator appointed in accordance with ICC Arbitration Rules. The arbitration shall be held in Paris, France as the seat of arbitration. The language of the arbitration shall be English, and the applicable law shall be the Italian Law. Each Party shall bear its own expenses, but the Parties shall share equally the expenses of the arbitration and the ICC, provided however that the related section of the arbitration award dealing with ICC and arbitration expenses shall be finally decided at the end of the arbitration proceeding. It is agreed that any arbitration award shall be final, binding, and conclusive upon the Parties and will be enforceable in any court of competent jurisdiction.
Code of ethics - Seller's Model 231	The Buyer undertakes to comply with the Code of Ethics published on Seller's website and the Buyer is also aware that violations, in full or in part, of the provisions included herein could be a reason for terminating this Contract.
Privacy	The Parties provide for the processing, diffusion and communication of personal data set out in this Agreement in compliance with Legislative Decree no. 196/2003 and EU Regulation no. 679/2016 and these personal data should be used exclusively for the purposes of this Agreement, according to lawfulness and correctness.