

GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

- 1.1. These general terms and conditions (the “**General Conditions**”) shall apply to each contract for the supply of machines, accessories, spare parts and equipment (hereinafter referred to as the “**Products**”) concluded between MITA Cooling Technologies S.r.l. (hereinafter referred to as “**MITA CT**”), as (re)seller, on the one hand, and each purchaser of the Products (hereinafter referred to as the “**Purchaser**” and, jointly with MITA CT, the “**Parties**”), on the other hand. These General Conditions shall be deemed to be an integral part of each Contract, Order Confirmation and Purchase Order (as defined below). It is understood that the sale and purchase of the Products shall in no way be governed by Purchaser’s general conditions of purchase, not even in the event that reference is made to any such Purchaser’s general conditions of purchase, nor should they be contained in any documentation originating from the Purchaser.
- 1.2. Any sale of Products shall be governed by a contract to be concluded pursuant to Paragraph 2.3 below, which shall be regulated by the Order Confirmation, these General Conditions and the Purchase Order (as defined below) (the “**Contract**”).
- 1.3. Any technical intervention shall be governed by these General Conditions if, and to the extent that, the same are applicable.
- 1.4. The order of priority of the documents, in case of any conflict, discrepancy or contradiction between the same, shall be as follows:
- (a) Order Confirmation;
 - (b) General Conditions;
 - (c) Purchase Order.

2. CONCLUSION OF THE CONTRACT

- 2.1. The Purchaser shall issue any proposal to purchase the Products by means of a written or electronic purchase order (the “**Purchase Order**”). Each Purchase Order shall be irrevocable pursuant to Article 1329 of the Italian Civil Code for a period of fifteen (15) days.
- 2.2. MITA CT, upon receipt of the Purchase Order from the Purchaser, shall send to the Purchaser an order confirmation (the “**Order Confirmation**”), in the same form as the Purchase Order received, specifying any possible payment and delivery methods and terms different from those provided for in these General Conditions, any possible different duration of the warranty

as per Article 5 below, as well as any further possible variations with respect to the General Conditions and/or the Purchase Order received.

- 2.3.** The Contract shall be intended to be concluded between the Parties, in accordance with Articles 1326 and 1352 of the Italian Civil Code, only after explicit written acceptance by the Purchaser of the conditions indicated by MITA CT in the Order Confirmation.
- 2.4.** Any act or fact of MITA CT and/or its employees and/or agents and/or other representatives of MITA CT, including the collection of sums paid and/or cheques delivered at the time the Purchase Order is sent shall not constitute acceptance of the Purchase Order by MITA CT and shall not therefore determine the conclusion of the Contract.
- 2.5.** Either Party shall have the right to request to the other Party amendments to the Contract, pursuant to the terms and conditions set forth in Paragraphs 2.6 and 2.7 below.
- 2.6.** The Purchaser may request to MITA CT changes in quantity or characteristics of the Products. MITA CT, following such requests, shall indicate in good faith the impact of the requested changes on price, delivery time and duration of the warranty as per Paragraph 5.4 below. It is understood between the Parties that (i) in no case MITA CT shall be obliged to accept any changes requested by the Purchaser and that (ii) any changes to the Contract shall only be valid and effective between the Parties if resulting from a written agreement signed by the Parties.
- 2.7.** MITA CT, in the perspective of continuous quality improvement, expressly reserves the right to (cause to) modify the drawings and/or technical specifications of any of the products and to deliver the ordered Products in conformity with the new drawings and/or technical specifications, notifying the Purchaser accordingly. Within the forfeiture time limit of 7 (seven) days from the aforementioned communication, the Purchaser shall be entitled to raise in writing any exceptions in relation to the modification of the drawings and/or technical specifications of the Products ordered; should the Purchaser raise in writing any such exceptions, MITA CT shall be entitled to decide autonomously whether to unilaterally terminate the Contract (with no liability on the part of MITA CT), or to deliver the Products ordered in compliance with the drawings and/or technical specifications referred to in the Order Confirmation.

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3. DELIVERY AND/OR COLLECTION OF PRODUCTS. TRANSPORT

- 3.1.** The Products sold shall only be those specified in the Contract and indicated in the relevant invoices.
- 3.2.** Delivery terms shall be stated in the Contract. The delivery terms specified in the Contract:
- (i) shall not be deemed essential within the meaning of Article 1457 of the Italian Civil Code;

(ii) shall be construed in accordance with the Incoterms in force at the time of the conclusion of the Contract.

3.3. On the basis of the production progress, MITA CT shall inform the Purchaser of the date on which the Products shall be available for collection (*i.e.* for delivery to the first carrier and/or shipper pursuant to Paragraph 3.5 below) (the “**Delivery Date**”).

3.4. Unless otherwise agreed in writing, delivery of Products shall be Ex Works (EXW) at the premises of MITA CT in the Municipality of Siziano (PV) and MITA CT shall be released from its delivery and conservation obligations by making the Products available for collection on the Delivery Date.

3.5. In the event that the Purchaser, in the Purchase Order, requests MITA CT to ship the Products and MITA CT, in the Order Confirmation, accepts such request, delivery shall be Free Carrier (FCA) to the agreed place of destination and MITA CT shall be released from the obligation to deliver the Products and from the relative conservation obligation by sending them to the first carrier and/or shipper that MITA CT itself shall be free to identify. The risks inherent to the transport of the Products shall always and exclusively be borne by the Purchaser. Unless otherwise agreed in writing, the costs for the transport of the Products shall always and exclusively be borne by the Purchaser.

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3.6. The Purchaser shall not be entitled to refuse to collect or receive the Products on the grounds of exceptions regarding the quality and/or any defects and/or faults of the Products, it being understood that the Purchaser may report any defects and/or faults of the Products for the purposes, terms and conditions set forth in Article 5 below.

3.7. The collection of the Products at MITA CT's premises, which shall be carried out by the Purchaser with all related charges to be borne exclusively by the same Purchaser, in accordance with Paragraph 3.4 above, or the delivery of the Products to the first carrier and/or shipper, which shall be carried out by means of shipment arranged by MITA CT in the interest of the Purchaser, in accordance with Paragraph 3.5 above, shall absolutely have to take place on the Delivery Date. In the event this term is not respected for reasons attributable to the Purchaser, the Purchaser is automatically considered in default (*costituito in mora*) in accordance with Article 1219 of the Italian Civil Code, without the need for further notice and shall in any case have to pay any part of the purchase price that has become due on the Delivery Date in accordance with Article 4 below.

3.8. In addition, MITA CT shall also be entitled, at its sole discretion, to:

(i) request the fulfilment of the Contract and demand the immediate payment of the entire price of the Products in any case and therefore even if the Parties had agreed in the Contract on term for the payment different from that provided for in these General Conditions, it being

agreed between the Parties that, in such a case, Article 1186 of the Italian Civil Code shall apply (*decadenza dal beneficio del termine*); or

- (ii) terminate the Contract by right pursuant to Article 1456 of the Italian Civil Code, only by serving written notice to the Purchaser.

3.9. Any risk and cost deriving from the Purchaser's failure to collect the Products on time or from the latter's refusal to receive the delivery of the Products shall be borne exclusively by the Purchaser, any liability of MITA CT with respect to the conservation of the Products after the Delivery Date being expressly excluded. In any case, MITA CT shall be entitled to demand payment from the Purchaser of a sum equal to 0.25 % of the total price indicated in the respective Contract as a penalty for each additional day of delay after the tenth day following the Delivery Date. The Parties declare and agree that the amount indicated by way of penalty is fair in relation to MITA CT's interest in the timely collection or receipt of delivery of the Products (after the period of tolerance of 10 days) by the Purchaser, since the Products have already been sold and inevitably create objective inconvenience and unforeseen storage costs. The Parties expressly accept that the foregoing is without prejudice to any compensation for greater damages.

3.10. The provisions of the foregoing Paragraphs of this Article 3 shall also apply to the delivery and/or collection of components of Products that have been repaired or replaced pursuant to Article 5 below.

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4. TERMS OF PAYMENT

4.1. Unless otherwise provided in the Contract, payment shall be made on the Delivery Date and in accordance with the following conditions.

4.2. All payments, including those by bills of exchange (*cambiali*) or cheques, shall be made exclusively to MITA CT: cheques shall be made payable to MITA CT and shall be marked as "non-transferable".

4.3. If MITA CT grants extensions to the agreed payment terms or renewals of bills of exchange, these extensions and/or renewals shall in no case result in novation of the relationship between MITA CT and the Purchaser.

4.4. If, upon conclusion of the Contract or in any case before the date foreseen for payment of the price, the Purchaser makes a payment to MITA CT in any form (regardless of whether or not this is foreseen in the Contract itself), such payment shall only be considered as a down payment on the price (*acconto sul prezzo*), and in no case it shall be considered as a confirmatory deposit (*caparra confirmatoria*).

5. WARRANTY FOR DEFECTS / FAULTS / LACK OF QUALITY

5.1. Object

- 5.1.1. The warranty shall concern, at the sole discretion of MITA CT, exclusively the repair and/or replacement of the components of the Products affected by defaults and/or defects deriving from workmanship or the use of unsuitable materials that impair the correct operation of the Products.
- 5.1.2. The repair and/or replacement of defective components shall be carried out, without prejudice to the provisions of Paragraph 3.10 above: (i) at the sole discretion of MITA CT, either at MITA CT's premises or at an authorised MITA CT supplier's premises or, if necessary, at the Purchaser's premises; (ii) at MITA CT's expense.
- 5.1.3. Delivery and collection of Products for repair and/or replacement shall be at the Purchaser's sole care and expense, irrespective of whether they take place:
- a) at MITA CT's premises or MITA CT authorised supplier's premises, or
 - b) at the Purchaser's premises.
- 5.1.4. Disassembly and assembly, both of the defective components and of the components repaired and/or replaced in accordance with the present Article 5, shall be carried out:
- a) in the case provided for in Paragraph 5.1.3 a) above, at the care and expense of MITA CT;
 - b) in the case provided for in Paragraph 5.1.3 b) above, at the care and expense of the Purchaser, who shall use ordinary diligence and shall take care not to worsen any defaults and/or defect reported, it being understood that MITA CT shall not be liable for - and the warranty as per the present Article 5 shall not cover - any greater damage caused by the Purchaser during the aforementioned stages of disassembly and assembly.
- 5.1.5. MITA CT shall be released from its warranty obligations upon delivery of the duly repaired or replaced component to the Purchaser.
- 5.1.6. MITA CT shall be entitled to acquire ownership of the replaced components for no consideration.
- 5.1.7. If defective components have been repaired and/or replaced, MITA CT shall be liable for the defects of the repaired or replaced components under the same terms and conditions that are applicable to the original components of the Products, it being understood that the execution of repair and/or replacement under warranty shall not have novative effect and therefore the duration of the warranty also of the Products (or their components) repaired or replaced under warranty shall cease at the end of the twelfth (12th) month following the original Delivery Date as per Paragraph 5.4.1 below, except as otherwise provided for in the Contract.

5.2. Exclusions

5.2.1. No warranty shall be given by MITA CT:

- (i) for defects and/or faults attributable to natural deterioration, negligence in use, incorrect installation, handling, poor maintenance, incorrect use, alteration of the characteristics and performance of the Products and/or their components and/or accidents;
- (ii) for quality or characteristics of the components of the Products and/or of the Products that are not of a functional nature, such as, but not limited to, aesthetic quality or characteristics, finishings, soundproofing, brightness, colour homogeneity, roughness, etc;
- (iii) in relation to the marketability of the Products outside the territory of the member states of the European Union, unless otherwise specifically provided for in the Contract;
- (iv) in relation to the fitness of the Products for any particular use, employment and/or purpose outside the normal and reasonably foreseeable uses, employments and/or purposes of the Products;
- (v) for components of the Products that are manufactured by companies and/or enterprises other than MITA CT.

5.2.2. Any declarations, verbal and/or written, even if made on original MITA CT forms, concerning the suitability of the Products for some particular purpose, employment and/or use, made by dealers, agents, representatives and/or other subjects in the name of and on behalf of MITA CT, shall be without any effectiveness whatsoever.

5.2.3. Any warranty and any liability of MITA CT shall be expressly excluded for the worsening of defects and/or faults resulting from the Purchaser continuing to use the Products in the event that MITA CT, due to facts attributable to the Purchaser or in any case not attributable to MITA CT, is unable to intervene promptly to ascertain and/or eliminate the aforementioned defects and/or faults.

5.2.4. In the event of purchase of Products by means of leasing, any warranty and/or liability of MITA CT towards the leasing company shall be expressly excluded.

5.3. Notification

5.3.1. The notification of faults and/or defects shall be made in writing by the Purchaser to MITA CT within eight (8) days of their discovery, by means of an analytical and detailed list of the contested faults and/or defects, indicating all useful data concerning the Products (e.g. serial number, work carried out, date of delivery, etc.) and the day of discovery of the faults and/or defects.

5.4. Duration and termination of warranty

- 5.4.1.** The duration of the warranty shall be twelve (12) months from the Delivery Date, except as otherwise provided in the Contract.
- 5.4.2.** The warranty shall irrevocably cease to be effective upon expiry of the above term.
- 5.4.3.** The warranty shall irrevocably and retroactively cease to be effective in the event of termination of the Contract pursuant to Article 7 of these General Conditions.
- 5.4.4.** In the event the Purchaser resorts to leasing, loans or bank financings for the purchase of the Products, the warranty shall irrevocably and retroactively cease to be effective if MITA CT decides to terminate the Contract, pursuant to Paragraph 6.3 below of these General Conditions, in the event that the leasing, loan or bank financing operation undertaken by the Purchaser is not successfully concluded, or the relevant contracts are terminated.

5.5. Forfeiture

- 5.5.1.** The Purchaser shall forfeit the warranty, immediately and without the need for any verbal and/or written complaint by MITA CT, if it has
- (i) failed to comply with all the conventional methods of time, form and content foreseen for the notification of defects and/or faults as per Paragraph 5.3 above;
 - (ii) used spare parts and/or accessories that are not original MITA CT spare parts and/or accessories (*i.e.* not supplied by MITA CT);
 - (iii) used original MITA CT spare parts and/or accessories (*i.e.* supplied by MITA CT) incorrectly or in any case not in accordance with MITA CT instructions;
 - (iv) the identifying marks (*e.g.* brand, serial number, etc.) of the Products and/or Product components are removed and/or deleted and/or altered and/or tampered with.

5.6. Exclusion of liability

- 5.6.1.** Any liability of MITA CT for any direct and/or indirect damage, by way of consequential damage and/or loss of profit, caused to persons and/or things, which is the direct and/or indirect consequence of faults and/or defects of any kind in the Products, or which derives from the use of the Products, is excluded.

5.7. Waivers

- 5.7.1.** The Purchaser irrevocably waives the right to claim:
- (i) termination of the Contract for defects and/or lack of quality and/or, for that matters, for unsuitability for use of the Products;

- (ii) a reduction of the price under the Contract for defects and/or lack of quality and/or, for that matters, for unsuitability for use of the Products;
- (iii) compensation for direct and/or indirect damages arising directly and/or indirectly from defects and/or lack of quality of the Products.

5.8. Interpretation

5.8.1. Even in derogation of the Italian Civil Code, the only warranty for defects and/or faults and, as for that matters, for unsuitability for use and/or lack of quality, which MITA CT acknowledges to the Purchaser is exclusively the warranty set forth in this Article 5, which also constitutes a limitation and/or exclusion of the warranty set forth in Article 1490 of the Italian Civil Code and shall be interpreted as such.

6. PURCHASE OF PRODUCTS BY MEANS OF LEASING, MORTGAGE OR BANK FINANCING

6.1. Should the Purchaser resort to leasing, loan or bank financing for the purchase of the Products, all expenses for such transactions shall be borne exclusively by the Purchaser.

6.2. The Purchaser shall diligently and promptly provide for the instruction of the relative procedure and/or send MITA CT all the documents necessary for the instruction of the relative procedure: failing this, MITA CT shall have the right to terminate the Contract by right in accordance with Article 1456 of the Italia Civil Code, only by serving written notice to the Purchaser.

6.3. In the event the leasing, loan or bank financing operation undertaken by the Purchaser fails to be successfully concluded or the relating contracts are terminated - in which cases the Purchaser shall consequently undertake to promptly inform MITA CT in writing of the failure of such operations or of the termination of the relating contracts - MITA CT, if the Contract has already been concluded in accordance with Article 2 above, shall be entitled to terminate the Contract in accordance with Article 1456 of the Italian Civil Code, only by serving written notice to the Purchaser. If MITA CT decides not to avail itself of the right to terminate the Contract, the Contract shall remain effective, and the Purchaser shall consequently be obliged to pay the price of the purchased Products and to fulfil all other obligations under the Contract.

7. TERMINATION OF THE CONTRACT

7.1. In addition to the other provisions of these General Conditions, should any change occur in the Purchaser's economic conditions such as to jeopardise the fulfilment of the Purchaser's obligations, MITA CT may:

- (i) terminate the Contract in accordance with Article 1456 of the Italian Civil Code, only by serving written notice to the Purchaser, or
- (ii) request to the Purchaser a first demand bank warranty issued by a primary credit institution to warranty the payment of the sums still owed by the Purchaser to MITA CT.

8. FORCE MAJEURE

8.1. MITA CT shall be entitled to suspend performance of its obligations under the Contract, with the exclusion of any liability of MITA CT, if an event of force majeure prevents fulfilment or makes it excessively burdensome. Force majeure shall include, but is not limited to, labour disputes and any other circumstances beyond the control of MITA CT such as fire, warlike event, extensive military mobilisation, insurrection, confiscation, seizure, embargo, restrictions on the use of energy, currency and export restrictions, epidemics, pandemics, natural disasters, natural events of an extreme nature, acts of terrorism, as well as inconveniences or delays in deliveries by sub-contractors, which are caused by any of the circumstances mentioned in this Article and more generally by an event of force majeure.

8.2. MITA CT shall notify the Purchaser of the occurrence of any force majeure event. In the event that the force majeure event hinders and/or delays the fulfilment for a period longer than 4 (four) months, the Purchaser shall have the right to terminate the Contract.

9. “SOLVE ET REPETE”

9.1. Pursuant to Article 1462 of the Italian Civil Code, the Purchaser shall not be entitled to raise any exception and/or dispute in order to suspend or postpone the payment of the amount due by it to MITA CT and/or the execution of the other Purchaser's obligations under the Contract, until the full payment of the amounts due by the Purchaser to MITA CT and in any case until the complete execution of all Purchaser's obligations under the Contract. In particular, but without limitation, the Purchaser shall not be entitled to raise exceptions under Articles 1460 and 1461 of the Italian Civil Code, or exceptions based on any exceptions/counterclaims made by the Purchaser against MITA CT, including any exceptions/counterclaims based on the alleged incorrect fulfilment of MITA CT's obligations under the Contract.

10. AGENTS AND OTHER COLLABORATORS OF MITA CT

10.1. The Parties acknowledge that sales representatives, agents and any other external collaborators of MITA CT who do not have explicit power of representation may not bind MITA CT

under any circumstances. MITA CT shall only express its will through the Contract in accordance with Article 2 above or in the other forms provided for in these General Conditions.

11. PROHIBITION OF ASSIGNMENT

11.1. The Contract shall not be assigned or transferred by the Purchaser to third parties, in whole or in part, without the prior written consent of MITA CT: in the event of total or partial assignment of the Contract without the prior written consent of MITA CT, MITA CT shall be entitled to terminate the Contract in accordance with Article 1456 of the Italian Civil Code, by simply serving written notice to the Purchaser.

12. MITA CT'S RESERVATION OF RIGHTS

12.1. The failure of MITA CT to exercise its rights under the law and/or under the Contract shall not imply any waiver by MITA CT of the exercise of such rights in the future.

13. REGISTRATION

13.1. Any registration costs of the Contract shall be borne exclusively by the Purchaser.

14. "SABATINI" LAW (Law 28th November, 1965, no. 1329)

14.1. Sales of Products made through recourse to the "Sabatini" Law shall be subject to the present General Conditions, insofar as the present General Conditions are consistent with the "Sabatini" Law itself, for all that is not otherwise and expressly provided for in the notarial deed or in the authenticated private deed referred to in Article 2 of the "Sabatini" Law.

14.2. All costs and burdens of such operations shall in any case be borne exclusively by the Purchaser, who shall therefore return to MITA CT all sums eventually paid in advance by the latter.

15. GOVERNING LAW

15.1. The Contract and these General Conditions are governed by Italian law.

16. EXCLUSIVE JURISDICTION

16.1. For any and all disputes that may arise in connection with the interpretation, conclusion or performance of the Contract and/or these General Conditions, as well as the commercial transactions governed and regulated by the Contract, the Court of Milan shall have exclusive jurisdiction, with express exclusion of any other Court.

17. SEVERABILITY OF PROVISIONS

17.1. In the event that any of the provisions of these General Conditions and/or the Contract should be null, invalid, ineffective or unenforceable, the remaining provisions shall nevertheless remain valid and enforceable: the Parties expressly undertake to replace all null, invalid, ineffective or unenforceable provisions with other provisions that achieve the same results in a legally valid and effective manner.

18. LANGUAGE

18.1. These General Conditions are drafted both in Italian and in English. In the event of any discrepancy between the Italian and the English versions, the Italian version - available at <https://www.mitacoolingtechnologies.com/condizioni-di-vendita> - shall prevail.

PRIVACY POLICY

By sending the Purchase Order, the Purchaser consents to the processing of personal data, pursuant to Article 13 of Regulation (EU) 2016/679, upon viewing the specific information notice available in an extended version on MITA CT website (<https://www.mitacoolingtechnologies.com>). The processing, storage, transmission of personal data shall be carried out with the observance of all precautionary measures, which warranty their security and confidentiality, in compliance with the provisions of Legislative Decree no. 196 of 2003 and the aforementioned (EU) Regulation, for the sole purpose of being able to effectively fulfil the obligations provided for by the legal, civil and tax regulations connected with the economic activity of MITA CT, including the management of payments deriving from the execution of the Contract.

The Purchaser shall be able to access its data at any time and request to MITA CT's data manager to correct, supplement and, if necessary, to delete them.

The Purchaser

Mita Cooling Technologies S.r.l.



Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Purchaser, in the person of its legal representative, acknowledges and declares that this document has been carefully analysed and evaluated in each and every part and, therefore, by signing below, the following clauses are specifically confirmed and approved:

- Paragraph 2.7 on possible changes to the Contract;
- Paragraph 3.6 on limitations to the proposition of exceptions at the time of collection/delivery;
- Paragraph 3.9 on limitations of liability beyond the Delivery Date;
- Article 5 – WARRANTY FOR DEFECTS / FAULTS / LACK OF QUALITY, including Paragraphs 5.1 (Object), 5.2 (Exclusions), 5.3 (Notification), 5.4 (Duration and termination of the warranty), 5.5 (Forfeiture), 5.6 (Exclusion of Liability), 5.7 (Waivers), 5.8 (Interpretation) and their respective subparagraphs;
- Article 8 – FORCE MAJEURE;
- Article 9 – “*SOLVE ET REPETE*”;
- Article 16 – EXCLUSIVE JURISDICTION.

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The Purchaser

