



## GENERAL CONDITIONS OF SALE

### Art. 1 Definitions

In these General Conditions of Sale (GCS) the terms set out below have the following meaning:

**Buyer:** the individual or legal entity, body or association, who or that purchases the Machine;

**Parties:** Monti Antonio S.p.a. and the Buyer, considered jointly;

**Contract:** the contract for the sale and purchase of the Machine regulated by these GCS, unless otherwise expressly provided for in writing in the form of special conditions of sale established by the Parties;

**Machine:** the asset covered by the Contract between the Parties (new Machine, or Modifications requested by the Buyer to Machine already purchased, or used Machine);

**Sale Offer:** the commercial offer submitted by Monti Antonio S.p.a. to the potential Buyer containing the technical specifications relating to the Machine, the price list, the payment and terms and conditions and those relating to the return of goods;

**Internal Inspection:** the procedure whereby the Machine is inspected at the premises of Monti Antonio S.p.a. prior to delivery (not envisaged for Modifications requested by the Buyer to Machine already purchased);

**Installation:** the procedure whereby the Machine is assembled;

**Start-up:** the procedure to check whether the Machine is functioning properly, carried out at the premises indicated by the Buyer after delivery;

**Delivery:** the transfer of possession of the Machine from Monti Antonio S.p.a. to the other subject (Buyer, carrier, etc.);

**Certificate:** "Inspection and Start-up Certificate" the document drawn up jointly by the Parties certifying the result of the Start-up procedure.

### Art. 2 Sphere of application

2.1 These GCS regulate the Contract entered into by Monti Antonio S.p.a. and the Buyer. Any modifications or additions to these GCS may only be agreed by the Parties in writing and only by subjects given appropriate power of attorney by the duly authorised representatives, having appended the document.

2.2 No general conditions of any kind that are attached to orders and/or other documents sent by the Buyer will under any circumstances be considered applicable, unless expressly accepted by Monti Antonio S.p.a..

2.3 The Contract replaces any other undertaking, agreement or understanding, whether written or verbal, previously reached by the Parties.

### Art. 3 Completion of Contract

3.1 The prices indicated in the Sale Offer submitted by Monti Antonio S.p.a. will be irrevocable for a period of 30 (thirty) calendar days from the date thereof, unless otherwise indicated. Any requests for modification to the Sale Offer will only be considered to have been validly sent to Monti Antonio S.p.a. if addressed to the contact indicated by the company in its Offer or to the duly authorised representative and, if accepted by Monti Antonio S.p.a., will supersede the earlier version and be valid for a further period of 30 (thirty) calendar days.

3.2 Monti Antonio S.p.a. reserves the right, at its absolute discretion, to choose whether or not to deal with requests made by potential Buyers, even if they are received through agents, working assistants or finders instructed by Monti Antonio S.p.a.

3.3 The technical documentation accompanying the Sale Offer, composed of illustrations, drawings and data relating to the Machine's measurements and specifications, is purely approximate and will not be considered binding on Monti Antonio S.p.a., unless otherwise agreed in writing by the Parties.

3.4 The Buyer will be obliged, prior to the completion of the Contract, to request information from Monti Antonio S.p.a. regarding the actual overall size of the Machine during maintenance operations.

3.5 This Contract will be taken to have been completed as soon as the Sale Offer reaches Monti Antonio S.p.a., in writing, countersigned as acceptance by the Buyer, together with his full tax details, stated precisely and accurately, the copy signed by way of acceptance of these GCS and the down payment indicated in the Sale Offer.

3.6 If, after accepting the Sale Offer, but before the goods are put into production, the Buyer notifies Monti Antonio S.p.a. in writing of his intention to withdraw from the contract on grounds for which the company cannot be deemed responsible, Monti Antonio S.p.a. will withhold the sum already paid by the Buyer as a contractual penalty, reserving the right to claim compensation for any further damage incurred.

3.7 If, following acceptance of the Sale Offer on the part of Buyer, Monti Antonio S.p.a. does not execute the Contract on grounds for which the company is deemed exclusively responsible, it must notify the Buyer immediately and return the down payment received. This Contract will be considered terminated and the Buyer expressly waives any right to demand an indemnity or compensation or to make any claim, objection and/or counterclaim in this regard.

3.8 Upon completion of the Contract, Monti Antonio S.p.a. will send the Buyer, by e-mail to the address indicated by it, the operating conditions applying to the Machine, the Installation layout, the form to be used for Inspection and Start-up Certification and, if installed by technicians from Monti Antonio S.p.a., the Installation set-up. In the event that the Installation



and Start-up are to be dealt with by the Buyer, Monti Antonio S.p.a. must send the form to be used for Installation and Start-up self-certification.

#### **Art. 4 Price and payment**

4.1 The price indicated in the Sale Offer will be paid adopting the methods and respecting the terms agreed herein by the Parties. Any subsequent request that the payment conditions be varied must be agreed in writing with Monti Antonio S.p.a.

The price must, in any event, be paid in full prior to Delivery, unless otherwise agreed by the Parties. All payments must be made directly to Monti Antonio S.p.a., by irrevocable bank transfer to the coordinates indicated in the Sale Offer.

4.2 Default or late payment, even partial, of the price will entitle Monti Antonio S.p.a. to suspend the execution of the Contract until such time that the outstanding amounts are settled in full or until adequate guarantees are provided, or to terminate this Contract, with all ensuing legal consequences. As a result, the Parties agree that Monti Antonio S.p.a. will be authorised to re-establish the date for Delivery of the Machine in keeping with its own internal time schedule; storage costs will be borne by the Buyer.

4.3 In the event of a delay in payment exceeding 7 (seven) calendar days, the storage costs referred to in the foregoing article 4.2 will be calculated on a flat rate basis at € 100.00 per day, which will be payable until the Machine is actually delivered, without prejudice to the right to claim compensation for any further damage incurred.

4.4 In any event, Monti Antonio S.p.a. will be entitled to suspend the execution of the Contract or to terminate it whenever, in view of the capital and/or financial conditions of the Buyer, payment of the price is put at risk, or the Buyer fails to settle promptly and fully the price of the Machines already delivered by Monti Antonio S.p.a., even in relation to previous consignments.

In such circumstances, Monti Antonio S.p.a. reserves the right to modify, at its discretion, the payment methods and terms indicated in the Sale Offer.

4.5 Defects and/or faults in the Machine, even if expressly acknowledged by Monti Antonio S.p.a., or delayed delivery beyond the established consignment date, or failure to collect or delayed collection of the goods by the Buyer, will not under any circumstances entitle the Buyer to suspend the relevant payments, and/or the settlement of any other amount owing to Monti Antonio S.p.a. under the terms of the Contract or other contractual agreements ("*solve et repete*" clause).

#### **Art. 5 Internal Inspection**

5.1 Monti Antonio S.p.a. will subject the Machine to an Internal Inspection on its own premises. This Inspection will be carried out – if requested – on materials supplied by the Buyer to Monti Antonio S.p.a. no less than 30 (thirty) calendar days prior to the envisaged delivery date.

5.2 During the period of 30 (thirty) calendar days referred to in article 5.1, the Parties will together draw up a list of any tests to be performed during the Internal Inspection.

5.3 If the Buyer wishes to attend the Internal Inspection of the Machine, through its delegated personnel, it must give Monti Antonio S.p.a. written notification at least 20 (twenty) calendar days prior to the date envisaged in article 5.1. The Buyer will bear the cost of travel, board and lodging for its representatives. If the Buyer fails to attend, Monti Antonio S.p.a. will in any event proceed with the Internal Inspection.

5.4 If the Buyer requests, on justified grounds, that the Internal Inspection be postponed, Monti Antonio S.p.a. must inform the Buyer within 30 (thirty) working days from receipt of the request for postponement of the new date on which the Internal Inspection is to be carried out.

#### **Art. 6 Delivery terms**

6.1 The Machine will be delivered by the date indicated in the Sale Offer. If transportation costs are borne by the Buyer, he must inform Monti Antonio S.p.a. immediately, as soon as he receives the Machine, so that the Installation procedure may be organised.

Upon Delivery of the Machine, Monti Antonio S.p.a. must hand over to the Buyer all the technical and legal documentation relating to it, including the instructions manual containing the operating conditions, the warranty and the form to be used for Start-up certification.

In any event, Monti Antonio S.p.a. will not be held in any way liable for delays and/or damage or injury during Delivery caused by the carrier or resulting from orders made by state import authorities (including, for example, but not limited to, a block by customs authorities), nor for the inadequate storage of the Machine by third parties.

The agreed Delivery terms will not, under any circumstances, be considered of a fundamental nature.

6.2 No delay on the part of Monti Antonio S.p.a. of the Machine will, under any circumstances, entitle the Buyer to terminate this Contract and/or to demand compensation for damage. The Buyer waives the right in advance to make any complaint, claim, objection and/or counterclaim in this regard.

6.3 In the event of the delayed Delivery of the Machine as a result of accident, force majeure and/or other causes not attributable to the wilful misconduct and/or gross negligence of Monti Antonio S.p.a., the Buyer will not be entitled to demand any indemnity and/or compensation for damage incurred, nor to request that the Contract be terminated or the price of the Machine supplied reduced. Incidents of force majeure include, for example, industrial strike, trade union unrest, lockout, fire,



electricity blackout, scarcity or lack of raw materials, delayed delivery by suppliers, acts of state or other public bodies or authorities, earthquake, flood or other natural disasters, embargo, war or revolution, exceptional events or any other cause beyond the reasonable control of Monti Antonio S.p.a..

**6.4** In the event that the collection of the Machine is delayed beyond a period of 7 (seven) calendar days, the Buyer will be responsible for all costs relating to storage on premises run by Monti Antonio S.p.a. or third parties and the safekeeping of the Machine, and the risk of damage, deterioration, loss and/or theft of the Machine will also be borne by the Buyer with effect from the agreed delivery date. As a penalty, storage costs are calculated on a flat rate basis at € 100.00 per day, without prejudice to the right to claim compensation for any further damage incurred.

The Buyer declares and acknowledges that the Machine is stored and/or kept on the storage premises run by Monti Antonio S.p.a. in places and/or adopting procedures that ensure that the Machine is kept in perfect condition and undertakes not to make any objection or counterclaim in this regard.

Unless otherwise agreed in writing by the Parties, in the event of the delayed collection of the Machine by the Buyer for a period exceeding 60 (sixty) calendar days from the set Delivery date, this Contract will be considered terminated, the amounts already paid by the Buyer will be retained by Monti Antonio S.p.a., reserving the right to claim compensation for any further damage incurred.

**6.5** The failure to collect the Machine will not in any event prejudice the right on the part of Monti Antonio S.p.a. to take legal action to safeguard its rights stemming from the completion of the Contract.

## **Art. 7 Installation – Start-up**

7.1 Upon receipt of the Machine, the Buyer must deal with the following:

- position it in a location that is structurally adequate, as indicated in the documentation provided by Monti Antonio S.p.a.;
- prepare the plant design and raw materials necessary for the Installation and the Start-up, as indicated in the documentation provided by Monti Antonio S.p.a..

7.2 When envisaged, the Installation of the Machine will be dealt with by technical staff authorised by Monti Antonio S.p.a. in the location indicated by the Buyer. The date must be set jointly by the Parties within and not beyond 60 (sixty) calendar days from Delivery.

7.3 Unless otherwise agreed, once the Machine has been installed, staff authorised by Monti Antonio S.p.a. will execute the Start-up, in the presence of the Buyer's representatives and with back-up from its technical staff. At the same time, the technical staff authorised by Monti Antonio S.p.a. will train the technicians authorised by the Buyer to use the installed Machine correctly. Start-up must, in any event, take place within and not beyond one year from the Delivery of the Machine, depending on whether the Machine has elements subject to wear.

7.4 The outcome of the Start-up must be described in detail in a Certificate drawn up for this purpose, which the Buyer must sign in duplicate, one copy to be kept by Monti Antonio S.p.a. The signing of the Certificate by the Buyer constitutes express acknowledgement that the Machine conforms to safety and technical specifications, and acceptance that it meets the Buyer's requirements and is free of any defects and/or faults that render it unfit for the intended purpose.

7.5 In the event that the Buyer gives notification that he is not available to carry out the operations described in the foregoing article on the pre-set date, then the Parties must agree on a new meeting, within and not beyond 30 (thirty) calendar days from the Buyer's notification.

7.6 If, during the Start-up phase, the Buyer's representatives raise any concerns or technical objections that are not shared by Monti Antonio S.p.a., then the Parties henceforth agree to repeat the Start-up.

## **Art. 8 Retention of title**

8.1 In the event that payment is made in instalments, the Machine will remain the property of Monti Antonio S.p.a. until the price has been settled in full; the Buyer therefore undertakes to keep the Machine in perfect condition. The Buyer authorises Monti Antonio S.p.a. to deal, at the Buyer's expense, with all formalities necessary to render the retention of title enforceable against third parties.

8.2 The failure to settle even a single instalment beyond the legal permitted limits will entitle Monti Antonio S.p.a. to terminate the Contract, pursuant to art. 1526 of the Italian Civil Code. In any event, the Parties agree that the instalment/s paid will be retained by Monti Antonio S.p.a. as an indemnity and fair consideration for the use of the Machine. Monti Antonio S.p.a. expressly reserves the right to take legal action to obtain compensation for any further damage incurred.

## **Art. 9 Warranties**

9.1 Monti Antonio S.p.a. warrants that the Machine is fit for the purpose described in the documentation handed over to the Buyer upon Delivery.

9.2 The new Machine and the Modifications requested by the Buyer to the Machine already purchased are subject to warranty for a period of 12 (twelve) months from the Start-up date recorded in the Certificate, provided that they are maintained and kept in accordance with the instructions given by Monti Antonio S.p.a..

The used Machine is subject to warranty for a period of 6 (six) months from the Start-up date recorded in the Certificate, provided that it is maintained and kept in accordance with the instructions given by Monti Antonio S.p.a..



Modifications requested by the Buyer during the Machine warranty period will not extend the term of the warranty; if the Modifications are requested after the expiry of the warranty period taking effect from the Machine Start-up date recorded in the Certificate, the warranty will be taken to apply exclusively to the Modifications for a period of 12 (twelve) months from the date of the Start-up of the said Modifications recorded in the Certificate.

9.3 Under the warranty obligation, Monti Antonio S.p.a. undertakes, at its discretion, to repair and/or replace the defective and/or faulty Machine components, without any further obligation to compensate for any direct and/or indirect and/or consequential damage or injury incurred by the Buyer or third parties as a result of defects in the Machine (including, for example, but not limited to, production loss, damage to property or injury to persons, etc.). It is understood that the warranty obligation assumed hereunder is limited to defects and/or faults in Machine components expressly acknowledged and accepted by Monti Antonio S.p.a., excluding any other prejudice, damage, loss or expense of any nature that may be incurred by the Buyer.

Replaced parts will remain the property of Monti Antonio S.p.a.

9.4 The warranty does not cover the cost of the return of the defective components on the part of the Buyer, or the cost of the shipment of the repaired/replaced components on the part of Monti Antonio S.p.a., in accordance with the terms applying to the return of goods agreed with the Buyer. Monti Antonio S.p.a. will only accept the return of defective and/or faulty components if it has given prior written authorisation to do so; failing this, the components will be rejected.

9.5 Solely as a matter of urgency, when the safe use of the Machine is put at risk and/or as a means of safeguarding users against excessive injury or damage, of which he must give immediate written notification to Monti Antonio S.p.a., the Buyer is entitled, with prior authorisation from Monti Antonio S.p.a., to eliminate the defect on his own initiative or have it eliminated by third parties and to demand reimbursement of the reasonable, justified and documented expenses incurred for this purpose by Monti Antonio S.p.a., in any event in accordance with the provisions set out in article 9.8.

9.6 The warranty is conditional, upon pain of nullity, on the reporting of any defect in writing by the Buyer to Monti Antonio S.p.a. within and not beyond a period of 8 (eight) calendar days from the date on which it was discovered. The onus of proof lies with the Buyer.

Unless otherwise agreed by the Parties in writing, any other expenses connected with the replacement operations (including, for example, but not limited to, travel, board and lodging of the technical staff instructed by Monti Antonio S.p.a.) will be borne by and at the risk of the Buyer. The repair of the Machine and/or replacement of its components during the warranty period will not extend the term of the warranty, nor will any form of compensation be owed for Machine downtime.

9.7 The warranty does not apply when the defects and/or faults reported by the Buyer are the result of the following causes:

- (i) the Machine was not installed in accordance with the instructions manual supplied by Monti Antonio S.p.a.; more precisely, without limitation to the foregoing, Monti Antonio S.p.a. will not be held in any way liable for failure to follow the assembly and electrical wiring instructions or to conform to electricity or other legislative standards in force at the time of Installation, or when Monti Antonio S.p.a. mechanical attachments and components are installed, used or connected without following the diagrams and respecting the types of connection for which they were designed;
- (ii) failure to respect the operating conditions applying to the Machine indicated by Monti Antonio S.p.a.;
- (iii) the Machine is used in a manner that does not reflect its intended purpose or respect its operating limits, as indicated by Monti Antonio S.p.a. in the technical documentation accompanying the Machine;
- (iv) tampering or inappropriate repairs carried out by unauthorised personnel and/or repairs to the Machine without the prior consent of Monti Antonio S.p.a., carried out by the Buyer or a third party;
- (v) improper use or lack of care in the use of the Machine or components subject to normal wear and tear or the use of inappropriate raw materials;
- (vi) lack of, incorrect or inadequate routine maintenance, in the manner indicated by Monti Antonio S.p.a. in the technical documentation accompanying the Machine;
- (vii) failure to interrupt the use of the Machine in response to technical problems or fluctuations in the electricity supply or in the working temperature or to excessive humidity in the feed air system;
- (viii) external agents such as: electric discharge, tampering, also accidentally, impact or falls, also accidentally, exposure to humidity or steam, use in extreme or inappropriate environmental or thermic conditions, flooding or other natural disasters;
- (ix) removal or voluntary deletion of the serial or registration number;
- (x) the Machine is stored and/or kept in a place and/or adopting methods that do not allow it to be maintained in perfect condition and/or the Machine has been incorrectly handled and/or incorrectly positioned;
- (xi) the Machine has been incorporated in the production line and malfunctions arise due to other devices;
- (xii) any other cause that cannot be attributed directly to Monti Antonio S.p.a.

9.8 The Warranty does not apply (i) when equipment or devices or spare parts which were not supplied by Monti Antonio S.p.a. are fitted on the Machine, (ii) when modifications are made without prior written consent from Monti Antonio S.p.a. and/or (iii) when Start-up was carried out in the absence of a technician expressly indicated by Monti Antonio S.p.a..



The presence of elements on the Machine that are subject to wear makes it necessary for the Start-up procedure to be carried out within and not beyond one year from Delivery, as indicated in art. 7.3. The warranty is therefore excluded if, through the fault of the Buyer, the Start-up of the Machine does not take place within the term indicated.

#### **10. Limited liability**

10.1 Monti Antonio S.p.a. will not be held liable towards the Buyer or third parties for any damage to property or injury to persons or animals, whether direct or indirect, caused by the utilisation of the Machine for purposes which are not appropriate in view of its nature and/or its capacity, and/or it is used in a manner exceeding its capacity level, or in the event of the forced shutdown of operations, or as a result of the failure to follow all the instructions given in the operating and maintenance manual, with particular regard to the recommendations given relating to installation, use and safety.

10.2 The Buyer's attention is drawn to all the other obligations imposed on him by the law applicable, particularly those connected with safety at work.

10.3. The liability of Monti Antonio S.p.a. is in any event limited to the Contract amount calculated on the basis of the sale price.

#### **Art. 11 Withdrawal**

11.1 Subject to the provisions contained in articles 4.2, 4.4 and 6.4, Monti Antonio S.p.a. reserves the right to withdraw in writing from the Contract in any one of the following circumstances:

- the Buyer goes into liquidation, is declared bankrupt or is made the subject of any other creditor proceedings;
- the Buyer receives a criminal and/or administrative conviction (including, in particular, but not limited to, situations envisaged and punished under Italian Legislative Decree no. 231/2001);

11.2 In the event that any one of the circumstances described in the foregoing paragraph arises, the amounts already paid by the Buyer will be retained by Monti Antonio S.p.a., who nevertheless reserves the right to take action for compensation of damage.

#### **Art. 12 Industrial property rights and know how – Confidentiality**

12.1 The Machine covered by the Contract bears the Monti Antonio ® registered trademark. The company expressly prohibits the Buyer from using, exploiting or publicising the trademark affixed to the Machine for purposes other than those envisaged in this Contract, without the company's express written authorisation. For this reason, Monti Antonio S.p.a. reserves the right to prevent the use of its trademark in the event of a violation of this prohibition and/or default in the payment of the price by the Buyer, or whenever it deems the use of the trademark on the part of the Buyer, whether off-line or on line, to be illegitimate.

12.2 All the technical and operating information, data, materials, industrial and/or commercial secrets, or any other information of a private or confidential nature and any other items or matters relating to the Machine are the property of Monti Antonio S.p.a. and must be used solely for the purpose of executing this Contract, such being taken to include, for example, but not limited to, project drafts and/or drawings, lay-outs, operating manuals, technical specifications, calculations, price list, documentation in general and other data relating to the Machine, which are passed on either in writing or verbally by one Party to the other in connection with these GCS and contracts linked with them and are classified as confidential. This information must remain confidential and, for this reason, Monti Antonio S.p.a. prohibits their disclosure to subjects who are not parties to the Contract or their exploitation for personal advantage or for that of others who are not parties to the Contract.

This confidentiality covenant also applies to the Buyer's employees, working associates and/or partners, for whom he assumes full responsibility.

12.3 The Buyer must notify Monti Antonio S.p.a. immediately of any infringement, imitation or illegal or mistaken use of the trademark or business names which are brought to his attention. Equally, each of the Parties undertakes to inform the other immediately, in writing, of any event taking place that causes confidential information to be disclosed. It is in any event understood that even in the event of disclosure the Parties will take all appropriate measures to minimise any prejudicial effects stemming from disclosure.

12.4 The Parties undertake not to reproduce, use or in any event exploit confidential information, trademarks or patents belonging to the other party, with the exception of reproductions, use or exploitation agreed upon in advance in writing by the Parties in the execution of the Contract.

#### **Art. 13 Processing of personal data**

The Buyer's personal data will be processed in accordance with Italian legislation regulating the processing of personal data (Italian Legislative Decree no. 196/2003). Monti Antonio S.p.a. informs the Buyer that it is the data controller and that the Buyer's personal data are collected and processed exclusively for the purpose of executing this Contract. Pursuant to article 7 of Italian Legislative Decree no. 196/2003, the Buyer is entitled to request that Monti Antonio S.p.a. revise, rectify, supplement, delete or render anonymous his personal data.

#### **Art. 14 Taxes and excise duties**

Any taxes, levies, excise duties, licences, authorisations, permits and/or other liabilities of a tax and/or customs and/or administrative nature, however they are referred to, envisaged by legislation applying in the State importing the Machine

and/or legislation of the State in which the Machine is to be resold, are borne fully and exclusively by the Buyer, subject to any provisions connected with the agreed delivery date.

**Art. 15 Jurisdiction and applicable law**

15.1 Any dispute relating to the interpretation, execution and/or termination of the Contract will be referred to the exclusive jurisdiction of the Court of Vicenza (Italy).

Monti Antonio S.p.a. is nevertheless entitled to take legal action, also for precautionary or interim measures, before the judicial authority having jurisdiction over the area in which the Buyer has its address for service (domicile) in accordance with art. 63 of Regulation (EU) no. 1215/2012 of the European Parliament and of the Council dated 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as subsequently amended.

15.2 The law applicable to the Contract is Italian law, it being understood that in any event the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention dated 11 April 1980) is taken not to apply to the Contract.

**Art. 16 Non-alienation**

16.1 The Buyer undertakes not to resell, transfer to third parties or lodge the Machine as security before it has fully settled the price in favour of Monti Antonio S.p.a..

16.2 If any enforcement or precautionary proceedings, however they are referred to, brought by third parties should involve the Machine delivered, the Buyer must give Monti Antonio S.p.a. immediate notification by registered letter. Failing this, Monti Antonio S.p.a. will be entitled to terminate the Contract with immediate effect, retaining amounts already paid and without prejudice to the right to claim compensation for further damage.

**Art. 17 Technical standards**

The Buyer is aware that the Machine supplied by Monti Antonio S.p.a. is made up of mechanical and electronic components and their attachments, whose manufacturing, sale, Installation, Start-up, use and maintenance are subject to specific legislation (e.g. Machinery Directive); its Installation, Start-up, use and maintenance therefore require the intervention of skilled technicians, trained in the manner envisaged in the instructions manual supplied by Monti Antonio S.p.a., who guarantee that the Buyer is provided with full information regarding the technical and operating characteristics of the Machine, the correct Installation and correct Start-up of the Machine and that it can be used safely, with all ensuing legal consequences borne by the installation technicians and users. The Buyer is obliged to keep the instructions manual and the accompanying documentation.

**Art. 18 Final provisions**

18.1 Non-alienation - The Buyer is not authorised to assign this Contract, either in whole or in part, without prior written authorisation from Monti Antonio S.p.a.. It is understood that in the event of an assignment, the Buyer / assignor will not be relieved of his obligations towards Monti Antonio S.p.a..

18.2 Force majeure – Neither of the Parties will be held liable towards the other for the non-performance or late performance of the obligations imposed on it under the Contract, when such non-performance or late performance was caused by an incident of force majeure; it is nevertheless understood that the party whose performance is hindered or delayed by the incident of force majeure in question must give the other prompt notification thereof. The term “*force majeure*” means events such as industrial strike, trade union unrest, lockout, fire, electricity blackout, scarcity or lack of raw materials, delayed delivery by suppliers, acts of state or other public bodies or authorities, earthquake, flood or other natural disasters, embargo, war or revolution, exceptional events or any other cause beyond the Parties’ reasonable control. Should the incident of force majeure persist for more than 90 (ninety) calendar days, either party may terminate this Contract giving the other written notice.

18.3 Forbearance – The fact that Monti Antonio S.p.a. does not, at any time, enforce its rights conferred under one or more of the clauses contained in the Contract may not be considered as a general waiver of such rights, nor shall it prevent Monti Antonio S.p.a. from demanding full, prompt performance at a later date.

18.4 Severability – The nullity or lack of binding effect of one of the clauses contained in these GCS, for any reason, will not invalidate the Contract as a whole or any of its provisions, which are not directly linked and/or contingent on the clause considered null and void and/or lacking binding effect.

18.5 Binding version – This Contract has been drawn up in the Italian language, which should be considered as the sole binding version. In the event that the text is translated into other languages, the relevant texts should be considered merely as working documents.

**Acceptance.** The Buyer declares that he has carefully read the foregoing General Conditions of Sale and approves them expressly in their entirety, with no exception whatsoever.

Place and date

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The Buyer  
(signed and sealed)



**Approval of unfair contract terms.** The Parties declare that they negotiated and carefully read, and therefore, approve without reservation, pursuant to articles 1341 and 1342 of the Italian Civil Code, the following unfair terms contained in these GCS: art. 3.4 (Buyer's obligation regarding information on overall measurements for maintenance purposes); art. 3.6 (withdrawal of Buyer –contractual penalty); art. 3.7 (withdrawal by Monti Antonio S.p.a.); art. 4.2 (right to suspend the execution of the Contract or to terminate it – storage costs); art. 4.3 (penalty for delayed payment); art. 4.4 (right to suspend the execution of the Contract or to terminate it – right to modify the payment methods and terms indicated in the Sale Offer); art. 4.5 ("*solvo et repeto*" clause); art. 5.3 (travel, board and lodging costs for Buyer's representatives); art. 6.1 (limited liability of Monti Antonio S.p.a. for delayed delivery of the Machine due to the carrier); art. 6.2 (limitation of the Buyer's right to make objections); art. 6.3 (limited liability of Monti Antonio S.p.a. in the event of delayed delivery of the Machine due to accident or force majeure); art. 6.4 (storage of Machine in the event of delayed collection by the Buyer and assumption of associated risks – limitation of the Buyer's right to make objections – penalty clause); art. 6.5 (failure on the part of the Buyer to collect the Machine); art. 8.1 (retention of title); art. 8.2 (termination of Contract – retaining amounts received); art. 9.2 (limitation to warranty period for Modifications and used Machine); art. 9.3 (warranty restrictions); art. 9.4 (exclusion from warranty of cost of returning goods – returned goods); art. 9.6 (forfeiture of Buyer's rights – limited liability of Monti Antonio S.p.a.); art. 9.7 (exclusion of warranty – limited liability of Monti Antonio S.p.a.); art. 9.8 (limited liability of Monti Antonio S.p.a.); art. 9.9. (Start-up period - limited liability of Monti Antonio S.p.a.); art. 10.1 (limited liability of Monti Antonio S.p.a.); 10.3 (limited liability of Monti Antonio S.p.a.); art. 11.1 (right of withdrawal); art. 11.2 (penalty clause); art. 12.1 (prohibition against use of trademark); art. 12.2 (prohibition against disclosure of confidential information); art. 14 (taxes and excise duties); art. 15.1 (exclusive jurisdiction and right on the part of Monti Antonio S.p.a. to take legal action before the judicial authority having jurisdiction over the Buyer's address for service (domicile)); art. 16.1 (restrictions imposed on the Buyer in his dealings with third parties); 16.2 (express termination clause and right to retain); art. 18.1 (prohibition against assignment of the Contract by the Buyer); art. 18.2 (force majeure).

Place and date

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Signed by way of acceptance

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The Buyer (signed and sealed)