



GENERAL TERMS AND CONDITIONS OF SALE 1/3

1) This contract is entered into in Italy and is governed and regulated exclusively by Italian substantive and procedural law.

SUPPLY TERMS

1.1 The supply includes the processing, materials, and quantities specified in our order confirmation.

1.2 The information provided in our catalogs, drawings, websites, photographs, and in any of our documents is to be considered demonstrative and non-binding. Only the drawings and information attached to the order confirmations and countersigned by the Company shall be deemed binding.

1.3 The ownership of drawings, illustrations, and technical information related to the supplied goods remains exclusively with the Company. Such materials may not be disclosed or copied.

1.4 These general terms of supply also apply to processing carried out based on technical information or materials shared between the Customer and the Company.

2) ORDERS are not binding for Maxi Melt S.r.l., even if they refer to goods available in stock. Any commitments made by the Company's representatives shall not be binding unless approved by management.

3) PRICES quoted in Maxi Melt S.r.l.'s offers are binding only for immediate acceptance by the customer and do not commit the Company for subsequent orders. The value-added tax (VAT) is included in the supply amount on a provisional basis, as the rate in effect at the time of each individual delivery will be applied to the invoice.

4) DELIVERY TERMS - Unless otherwise agreed, goods are always considered delivered ex-warehouse.

5) If sold ex-destination or shipped with freight collect terms, the goods travel at the Customer's risk, who must verify weight and condition before collection and make any necessary reservations to the carrier. Maxi Melt S.r.l. is not responsible for weight shortages or transport damage. Duties, customs tariffs, rates, rail or maritime freight costs, VAT, import duties, etc., are entirely at the buyer's expense. Insurance is provided at the buyer's expense only upon explicit request. Complaints regarding product quality must be raised no later than the second day after receipt by notifying Maxi Melt S.r.l. via registered mail with return receipt. After this period, the quality will be deemed compliant with the agreement.

6) PACKAGING - The cost is borne by Maxi Melt S.r.l., with no obligation to take it back upon return.

7) RETURNS or deliveries of goods to Maxi Melt S.r.l. shall be at the Customer's expense, risk, and responsibility until receipt at the Company's warehouse.

8) If the Customer delays the collection of materials beyond 15 days from the notice sent by Maxi Melt S.r.l., the Company shall have the right to demand full payment and store the goods at the Customer's expense and risk, thus voiding any guarantee from Maxi Melt S.r.l.



GENERAL TERMS AND CONDITIONS OF SALE 2/3

9) **WARRANTY.** If defects or faults are duly proven within the legal terms, the Customer, excluding any right to contract termination, may only demand, provided that payment for the purchased goods is up to date, the replacement or free repair of defective parts as determined by Maxi Melt S.r.l. This warranty does not cover defects resulting from negligence, improper use, faulty maintenance, wear, deterioration, or tear. The buyer shall bear shipping and labor costs, with no right to compensation for lost profits or damages.

10) For refurbished equipment based on components provided by the Customer, Maxi Melt S.r.l. guarantees the goods for a maximum period of 1 (one) year from the date of delivery against defects or faults, provided they do not result from negligence, improper use, faulty maintenance, wear, or tear. No claims for lost profits or damages will be accepted. The warranties outlined above become void in the case of resale to third parties or if non-Max Melt S.r.l. equipment has been installed.

11) **DELIVERY TIME** - The indicated delivery term is approximate and non-essential; therefore, Maxi Melt S.r.l. assumes no liability for delays. If delivery has not occurred within the indicated term but the delay does not exceed ninety days, the buyer has no right to request contract termination. For delays exceeding ninety days, the buyer may request order cancellation via registered mail and the return of any advance payment without interest in case of non-delivery. In the event of partial delivery, cancellation applies only to the undelivered goods. Under no circumstances shall the buyer be entitled to claim compensation from Maxi Melt S.r.l. for direct or indirect damages, lost profits, or any other expenses. In cases of force majeure affecting Maxi Melt S.r.l.'s facilities or its suppliers, the Company shall be entitled to extend the delivery period accordingly.

12) **PAYMENTS** must be made in full, free of expenses, discounts, or taxes, directly at the registered office of Maxi Melt S.r.l. on the agreed due dates. Late payments will incur default interest at the "ABI Prime Rate" plus 7 (seven) percentage points applicable at the time. Maxi Melt S.r.l. is expressly authorized to issue sight drafts in the Customer's name without prior notice. Any claims, including those for quality defects or justified delays, do not entitle the buyer to suspend payments. Promissory notes or bank drafts provided by the buyer as payment guarantees are accepted only "pro-solvendo" (as a guarantee) and not "pro-soluto" (as final payment). They will be considered settled only upon successful clearance.

13) **EXPRESS TERMINATION CLAUSE** - Maxi Melt S.r.l. reserves the right to terminate the contract and/or reclaim the sold equipment in the event of non-payment of the full or partial price by the agreed deadlines. Any amounts collected will be retained as compensation for damages. Disputes do not exempt the buyer from paying the remaining balance.

14) **OWNERSHIP RETENTION** - Maxi Melt S.r.l. retains ownership of the sold goods until full payment has been received.



GENERAL TERMS AND CONDITIONS OF SALE 3/3

- 15) All the above clauses are essential, and their violation entitles Maxi Melt S.r.l. to claim the remaining debt. The loss of benefit from the payment term occurs in the case of (1) verified insolvency of the buyer and their guarantors, or (2) loss or severe damage to the supplied goods.
- 16) For all contractual matters, the Company's registered office shall be considered the elected domicile, and any disputes arising from this contract shall fall under the exclusive jurisdiction of the Court of Lodi, Italy.
- 17) All conditions, whether printed, handwritten, or typed within this document, shall be deemed accepted upon order confirmation in any form.
- 18) Any terms contrary to those stated herein shall be valid only if explicitly accepted in writing by Maxi Melt S.r.l.
- 19) PRIVACY. The Customer acknowledges and has been informed of their rights under Articles 7 and 13 of Legislative Decree 196/2003 and consequently grants unconditional consent for the processing, communication, and dissemination of personal data solely for management, commercial, promotional, and advertising purposes, including the transmission of commercial and technical information, market research, and any other uses aimed at ensuring the greatest protection and security of the purchased goods.
- 20) CONFIDENTIALITY. The Customer undertakes to maintain the utmost confidentiality regarding all information acquired during the contractual relationship with the Company.

Stamp and signature for acceptance