

**GENERAL SALES CONDITIONS****TERMS AND CONDITIONS OF SUPPLY****ASSEMBLY, INSTALLATION AND TRAINING CONDITIONS (IF INCLUDED)****1. DEFINITIONS**

- 1.1 All terms with capital letters that are not defined in this Terms and Conditions of Supply shall have the meaning assigned to them in the General Terms and Conditions of Sales provided below.

**2. PRE-TESTING/F.A.T. (Factory Acceptance Testing)**

- 2.1 If the Sale Agreement provides for the pre-testing, such activity shall be carried out by the Seller's technicians at the Seller's premises. In the event that the Buyer intends to attend the pre-testing, at its own care and expense, the Buyer shall immediately notify the Seller thereof and in any case before the conclusion of the Sale Agreement, in order to agree on the details of the execution of such activity.
- 2.2 Samples of products, films and any other accessories required for the packaging (trays, pads, cardboard boxes, etc.) that will be used for the pre-testing shall be delivered to the Seller, at the Buyer's expense, at least 4 (four) weeks before the scheduled Ex-Works delivery date of the Products. At all events, such samples of product, films and any other accessories required for the packaging (trays, pads, cardboard boxes, etc.) shall be approved by the Seller's technicians.
- 2.3 At the end of the pre-testing in the presence of the Buyer, the parties shall sign a pre-testing report. At the end of the pre-testing in the absence of the Buyer, the pre-testing report shall be signed by the sole Seller.
- 2.4 The Buyer shall inform the Seller on the destination of the samples, the films and of any other accessories required for the packaging (trays, pads, cardboard boxes, etc.) once the pre-testing has been executed. In any case, after 60 days from the pre-testing date, the Seller shall be authorised, at its own discretion, to destroy or to dispose of the above-mentioned materials. All the costs related or connected to the destruction and/or disposal of the above-mentioned materials supplied for the pre-testing shall be borne by the Buyer.
- 2.5 In case of missed dispatch from the Buyer of the samples of product, films and any other accessories required for the packaging necessary to effect the Pre-testing, the Seller can inform the Buyer that it will be able to:
- proceed with direct purchase of the materials necessary and debit to the buyer of the relative sustained costs;
  - proceed to effect the Pre-testing with products in its possession.
- 2.6 If the pre-testing cannot take place due to lack and/or shortage of samples and/or films and/or any other accessories required for the packaging (trays, pads, cardboard boxes, etc.) or due to the poor quality of the same, the Products shall be delivered partially tested. Should this be the case, all the adjustments and adaptations, which are normally carried out at the Seller's premises during the pre-testing, shall be carried out at the Buyer's premises during the installation and the testing phase, if provided for under the relevant Sale Agreement. In this case, the intervention time needed for the installation and testing that exceeds the time provided for in the relevant Sale Agreement shall be invoiced by the Seller to the Buyer, at the rates applied by the Seller at the moment of request.

**3. INSTALLATION**

- 3.1 If the Sale Agreement provides for the installation of the Products at the Buyer's premises, this activity shall be carried out by 1 (one) technician of the Seller (or more if agreed in the Sale Agreement or at the Seller's sole discretion) assisted by personnel appointed by the Buyer (at least 1 (one) operator).
- 3.2 The Buyer shall make available to the Seller suitable lifting equipment with operator, for the entire installation phase.
- 3.3 The Buyer, at its own expenses a care and before the arrival of the Seller's personnel, shall:
- prepare the necessary electric and pneumatic connections;
  - implement any building works and/or the necessary utility works;
  - prepare the suitable equipment to work at height and any other required equipment;
- 3.4 In the event that the personnel of the Seller assigned to the installation activity will not be able to carry out such activity due to an inadequate preparation and realization of the construction site, the Buyer shall pay the Seller the inactivity working days at the rates applied by the Seller at the moment of request.

#### 4. STARTING/TESTING

- 4.1 If the Sale Agreement provides for the starting and testing operation on the Products, such activities shall be carried out by the Seller's technical personnel assisted by at least a support person appointed by the Buyer.
- 4.2 In this phase, all the wrapping tests on all the formats specified in the Sale Agreement are included. For this purpose, the Buyer, at its own care and expense, shall:
- a) ensure the functioning of the upstream and downstream line where the Product shall be inserted;
  - b) make available adequate lifting equipment with operator for Products' handling;
  - c) provide samples and/or products to be wrapped at the Buyer's requested formats;
  - d) make available consumption materials (stretch film, top covering film, shrink film, cardboard boxes, etc.) of adequate quality for the Product's performance and in adequate quantities in order to perform production testing after the assembly and starting phases.
- 4.3 If, for any reason not depending on the Seller, the Buyer fails to comply with the obligations set out in §4.2 above, the Seller shall carry out the testing of the Products by means of blank tests. In such case, the Seller shall be deemed to have fulfilled its contractual obligations in terms of installation, start-up and testing and the Product shall be deemed as accepted by the Buyer without any reservation or form of grievance for any legal purposes.
- 4.4 Afterwards, if the production test is requested by the Buyer, the Seller agrees to resend a technician, invoicing to the Buyer all the expenses and fees due for the additional working days that will be required in accordance with the rates applied by the Seller at the moment of request.

#### 5. TRAINING

- 5.1 If the Sale Agreement provides for training on the Products' use, this activity shall be carried out by a Seller's technician in favour of the Buyer's personnel during the Product's start-up for a period of no. 1 (one) consecutive working days unless otherwise specified in the Sale Agreement or otherwise ordered. If such training is requested by the Buyer in subsequent stages and not during the setting-up and testing activities, any additional fees and travel expenses shall be invoiced to the Buyer in accordance with the rates applied by the Seller at the moment of request.
- 5.2 For the purposes of the training, the Buyer shall make available all its personnel to train throughout all the required training period, as well as providing sufficient production in order to explain operation and troubleshooting of the line (groups of personnel shall consist of max 3 persons for a total of not more than 3 groups per day).
- 5.3 If the Buyer requests additional training days than those provided for in the relevant Sale Agreement, these days shall be invoiced to the Buyer at the rates applied by the Seller at the moment of request, as well as the additional travel expenses, board and lodging expenses.

## GENERAL TERMS AND CONDITIONS OF SALES

### 1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Sales ("GTCS") shall apply to all supplies of machinery and/or plants ("Products"), which AETNA UK Ltd ("Seller") shall execute with respect to any buyer ("Buyer").
- 1.2 The Buyer irrevocably accepts these GTCS and declares to have read and understood completely and in full these GTCS. These GTCS shall prevail over any other general purchasing conditions of the Buyer, even if they are recalled or placed in the orders or in any other documents transmitted to the Seller by the Buyer. No conduct of the Seller shall be interpreted or used in order to express tacit acceptance of the Seller to the general conditions of contract of the Buyer.
- 1.3 These GCTS apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 2. CONCLUSION OF THE SALE AGREEMENT – CANCELLATION OF THE ORDER

- 2.1 Written or verbal offers or quotations issued by the Seller are not binding on the Seller and they are not to be taken as valid contractual proposals.
- 2.2 The purchase order issued by the Buyer is binding on the Buyer from the time it is received by the Seller; the Seller reserves the right to request modifications of the Order before its acceptance, sending an order confirmation in writing ("Order Confirmation").
- 2.3 The sales agreement ("Sale Agreement") is finalised and becomes binding between the parties if and when the Buyer sends to the Seller the Order Confirmation, signed for acceptance, or the Buyer will perform a conduct that will confirm tacitly the Order Confirmation, for example: the execution of an advanced payment, the transmission of the lay-out signed for acceptance, the exchange of signed signals for acceptance.
- 2.4 If the Buyer, after the conclusion of the Sale Agreement, requests to cancel the Order, the Buyer, on condition that the Seller accepts to cancel the Order, shall be required to pay the following cancellation fees:
  - a) a fee equal to 20% of the value of the Order to be cancelled, if the cancellation is notified within the period from the conclusion of the relevant Sale Agreement up to 20 days before the agreed delivery date of the Products;
  - b) a fee equal to 60% of the value of the Order to be cancelled, if the cancellation is notified in the period starting from the twentieth day before the delivery date of the Products.
- 2.5 In the event that the Seller is entitled to obtain the payment of the cancellation fee set forth in §2.4, the Seller shall be entitled to withhold the amount owed as a cancellation fee from any advance payment received by the Buyer in relation to the Order to be cancelled or to any other Order, without prejudice to the Seller's right to obtain the reimbursement for any further damages suffered.
- 2.6 The supply of Products shall only include what is expressly indicated in the Sale Agreement.

### 3. DELIVERY TERM

- 3.1 Unless otherwise provided for in the Sale Agreement, the Products shall be delivered to the location set out in the Order or such other location as the parties may agree (Delivery Location). For the avoidance of doubt, the Delivery Location for Ex-Works delivery is to the Sellers point of collection for first shipment by the Buyer.
- 3.2 Where the Seller is responsible for delivery to site, unless otherwise specified, this is in accordance with the ICC Incoterms® 2010 ("Incoterms") rule DAP – Delivered At Place:
  - a) The Seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.
  - b) The Seller bears all risks involved in bringing the goods to the agreed named place.
  - c) The Seller must contract at its own expense for the carriage of the goods to the named place of destination.
  - d) The Seller bears all risks of loss of or damage to the goods until they have been delivered the goods to the agreed point.
- 3.3 Irrespective of any provisions set forth in the Sale Agreement, following delivery by the Supplier of the Products to the named Delivery Location, the risks of loss or deterioration of the Products shall be entirely borne by the Buyer.
- 3.4 The Products shall be delivered by and no later than the date indicated in the Sale Agreement. The delivery date shall always be considered not of the essence nor peremptory. In any case, the Seller shall not be deemed liable for failure to implement the Sale Agreement and/or failure or delay in delivery of the Products subject of the same, if such delay or failure to implement and/or delivery is due to reasonable

- causes that are out of control such as, besides the force majeure and fortuitous circumstances, strikes and lack of raw materials.
- 3.5 The delivery date shall be binding on the Seller if the Buyer executes the following activities, as appropriate, promptly and, in any case, within the agreed terms:
- a) transmission of the Order Confirmation with the technical design data counter-signed for acceptance;
  - b) transmission of the lay-out and swapping counter-signed signals;
  - c) execution of the payment of the advance payments and/or issue of a letter of credit in accordance with the instructions received, if provided for in the Sale Agreement. In any case, the Buyer shall have fulfilled all the payment obligations related to previous supplies.
- 3.6 The activities mentioned in 3.5 above shall be executed by the Buyer by and no later than 5 (five) days from the sending of the relevant documents by the Seller.
- 3.7 Furthermore, the Buyer shall provide the Seller, at least 3 (three) weeks before the agreed delivery date, with:
- a) confirmation of the date of collection of the Products;
  - b) confirmation of the eventual pre-testing date to which the Buyer intends to attend;
  - c) test samples, if provided for in the Sale Agreement;
  - d) confirmation of the delivery address (if the transport is carried out by the Seller).
- 3.8 Should the Buyer fail to promptly execute even only one of the activities mentioned in §3.5, §3.6, and §3.7 above, the Seller shall not be liable for any delay in delivery of the Products and shall have the right to notify a new date of delivery of the Products.

#### **4. TITLE AND RISK**

- 4.1 The risk in the Products shall pass to the Buyer on despatch Ex-Works unless otherwise stated in the Sale Agreement.
- 4.2 Title to the Products shall not pass to the Buyer until the Seller receives payment in full (in cash or cleared funds) for the Products, in which case title to the Products shall pass at the time of payment.
- 4.3 Until title to the Products has passed to the Buyer, the Buyer shall:
- a) store the Products separately from all other Products held by the Buyer so that they remain readily identifiable as the Seller's property;
  - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and
  - c) maintain the Products in satisfactory condition (and keep them insured against all risks for their full price from the date of delivery).

#### **5. BUYER'S COMPLAINTS**

- 5.1 Upon receipt of the Products, the Buyer undertakes to verify them promptly and notify the Seller in writing, by and no later than 10 (ten) days from receipt of such Products, any damage to the packaging and/or any defects or loss of Products occurred during the transport.
- 5.2 The Seller shall verify the complaint by sending to the Buyer the Products or any damaged or missing components at the time of delivery. In case of absence of complaints by the Buyer within 10 (ten) days from the receipt of the Products, the Seller shall not be liable for any possible damages and/or lack of Products at the time of delivery.
- 5.3 In the event that the transport is carried out in whole or in part by the Seller, the Buyer shall notify in writing to the Seller, by and no later than 1 (one) day from the receipt of the Products, of any damage to the packaging and/or any defects or loss of Products occurred during the transport, by means of a written reservation in the transport document.
- 5.4 Should the Buyer fail to do so, the Seller shall not be liable for any damage and/or loss of the Products occurred during the transport.

#### **6. PAYMENT – LATE PAYMENT**

- 6.1 The Products shall be supplied at the prices indicated in the Sale Agreement. Unless otherwise provided for in writing, the prices of the Products are in Pounds, net of VAT. The Seller may, by giving notice to the Buyer at any time up to two Business Days before Incoterms EXW – Ex-Works – delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- a) any request by the Buyer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
  - b) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

- 6.2 The payment shall be made by the Buyer strictly in accordance with the payment methods and terms provide for in the Sale Agreement. No payment shall be considered as being made by the Buyer until the relative amount has been credited to the bank account of the Seller.
- 6.3 Time for payment shall be of the essence.
- 6.4 If the Buyer is delinquent in its payment obligation to the Seller, the Seller may, upon written notice to the Buyer, withhold ongoing and future deliveries until all delinquent amounts and late interest are duly settled. If delinquent amounts remain unpaid 30 (thirty) calendar days after such written notice, then Seller may also, at its own discretion, in addition to any other remedy available under the law or pursuant to these GTCS:
- a) request accelerated payment of any and all remaining payments and declare due the total outstanding balance, even if payment by instalment or deferred payment has been agreed upon and/or bills of exchange, promissory notes, cheques or other payment documents have been issued and are falling due;
  - b) carry out future deliveries of Products on a pre-payment basis only and/or set off the Buyer's outstanding debt with the sums eventually due for any payment of other supplies;
  - c) cancel discounts and bonuses that may have been agreed upon between the parties; and
  - d) charge storage and inventory fees per week or part of it.

## 7. TERMINATION

- 7.1 Without limiting its other rights or remedies, the Seller may terminate this Sale Agreement with immediate effect by giving written notice to the Buyer if:
- a) the Buyer commits a material breach of any term of the Sale Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so
  - b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 7.2 Without limiting its other rights or remedies, the Seller may terminate the Sale Agreement with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Sale Agreement on the due date for payment.
- 7.3 On termination of the Sale Agreement for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.
- 7.4 Termination of the Sale Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Sale Agreement that existed at or before the date of termination.
- 7.5 Any provision of the Sale Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 8. LIMITATION OF LIABILITY

- 8.1 Nothing in these GCTS shall limit or exclude the Seller's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - b) fraud or fraudulent misrepresentation;
  - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - d) defective products under the Consumer Protection Act 1987; or
  - e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 8.2 The Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Sale Agreement; and
- 8.3 The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Sale Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the price of the Products shown in the relevant invoice.

## 9. WARRANTY

- 9.1 The Seller warrants that the Products will be free from manufacturing defects and will comply with the Sale Agreement. The warranty period is 14 (fourteen) months from the date of collection of the Products from the Seller's premises, irrespective of the Incoterms rule agreed upon.

- 9.2 No warranty shall apply in case of:
- a) Products which are stored, handled or utilized in a way which does not comply with the instructions displayed on their packing and/or on the instruction manual of the Seller or provided by the Seller in any manner whatsoever;
  - b) Products used not in compliance with the standard and/or technical diligence required by the nature of the Products themselves;
  - c) Products accidentally damaged and/or damaged during transport, if the transport shall be at risk of the Buyer;
  - d) Products installed and/or repaired by third parties not authorized by the Seller.
- 9.3 In the event that Products are ascertained by the Seller as actually non-conforming or defective, the Seller agrees to replace the non-conforming or defective parts and/or components of the Products free of charge, provided that such parts and/or components are delivered by the Buyer to the Seller within 12 (twelve) months from the date of delivery of the Product in accordance with the Incoterms rule – DDP, Seller's premises.
- 9.4 The warranty does not include the workforce cost necessary for the replacement of the parts and/or components of the Products which shall be entirely borne by the Buyer.
- 9.5 This warranty excludes all the electric parts, electric motors and the parts subject to wear.
- 9.6 For those components of the Products not manufactured by the Seller, the Seller transfers to the Buyer the warranty granted by the manufacturer of the component.
- 9.7 This warranty is the sole and only obligation of the Seller in relation to the supply of non-conforming or defective Products. To the fullest extent permitted by law, any other liability or obligations of the Seller, which may in any way arise from or in relation to the supply of non-conforming or defective Products, including, but not limited to compensation for direct or indirect/consequential damages to which this liability relies, (for example: loss of profits incurred by the Buyer, loss or reduced production by the Buyer, etc.) is expressly excluded.
- 9.8 Without prejudice to the above, in the event of total failure of operation of the Products for reasons attributable to the Seller, the Seller, having ascertained the non-conformity or defectiveness of the Products, shall be entitled to collect the Products supplied, not requesting the payment of the residual price and return the amounts received without any right of compensation of any damages suffered by the Buyer.

## 10. DATA PROCESSING

- 10.1 The Buyer consents to the Seller's processing the data supplied by the Buyer to the Seller under the Sale Agreement (Buyer's data) for purpose of performing its obligations under the Sale Agreement only and in compliance with the Buyer's instructions.
- 10.2 Buyer's Data includes the data or information of the Buyer, in whatever form.

## 11. GOVERNING LAW AND JURISDICTION

- 11.1 The Sale Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Sale Agreement or its subject matter or formation.

## 12. GENERAL

- 12.1 Neither party shall be in breach of this Sale Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Sale Agreement if such delay or failure result from an event or circumstance beyond a party's reasonable control (Force Majeure Event). If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this Sale Agreement by giving 7 days written notice to the affected party.
- 12.2 The Buyer accepts responsibility for financing the cost of collection, treatment, recovery and environmentally sound disposal of Waste Electrical and Electronic Equipment ("WEEE") purchased from the Seller when the Products come to end of life and are subject to the WEEE Regulations 2013. This is in accordance with Regulation 12 (2).
- 12.3 Should the Buyer (or eventual end-user if the equipment is being resold) elect to take advantage of the requirements placed upon the Seller by the Waste Batteries and Accumulators Regulations (2009), the Buyer accepts responsibility and all associated costs for the delivery of waste industrial batteries to the Seller or the Seller's authorised supplier/treatment facility.

- 12.4 Nothing in §12.2 or §12.3 above will prevent a Buyer from concluding an agreement with users other than private households to make alternative arrangements between themselves to finance the costs of the collection, treatment, recovery and environmentally sound disposal of WEEE and/or waste industrial batteries.
- 12.5 This Sale Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.6 No variation of this Sale Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.7 No failure or delay by a party to exercise any right or remedy provided under the Sale Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.8 If any provision or part-provision of the Sale Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Sale Agreement.