

## GENERAL TERMS AND CONDITIONS OF SALE

### Plasmatreat Italia S.r.l.

#### 1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions apply to purchase proposals between PLASMATREAT ITALIA S.r.l., with registered office at 35121 PADUA, Via Trieste, No. 20, hereinafter referred to as the "Seller", and the sender of the purchase proposal, hereinafter referred to as the "Buyer".
- 1.2. These General Terms and Conditions have been drawn up to be applied in conjunction with the proposal and the relevant order confirmation, together constituting the framework of the rules governing the interests of the parties.
- 1.3. In the event of any discrepancy between these General Terms and Conditions and the Specific Terms and Conditions contained in the proposal and the relevant order confirmation, the Specific Terms and Conditions shall prevail.

#### 2. CONCLUSION OF THE CONTRACT

- 2.1. The proposal is irrevocable on the part of the Buyer but does not bind the Seller unless accepted by the latter in writing through its legal representative. The order confirmation shall be issued by PLASMATREAT ITALIA S.r.l. within 30 working days of receipt of the purchase proposal. If 30 working days have elapsed since receipt of the purchase proposal without PLASMATREAT ITALIA S.r.l. having confirmed the order, the proposal shall be deemed not to have been accepted.
- 2.2. Any special agreement regarding payment and delivery terms, even if made with agents or representatives of the Seller, shall not be binding on the Seller unless expressly accepted in writing by its legal representative.
- 2.3. If, following confirmation of the order, the Seller becomes aware of protests, seizures, attachments or, in general, any prejudicial acts against the Buyer, or it becomes known that the Buyer is in financial difficulty, the Seller may, at its discretion, suspend the contract and demand specific guarantees pursuant to Article 1461 of the Italian Civil Code, or terminate the contract for breach by the Buyer, pursuant to Article 1456 of the Italian Civil Code, by means of a notice to be sent by registered letter with return receipt or certified email.

#### 3. CHARACTERISTICS OF THE SUBJECT MATTER OF THE CONTRACT

- 3.1. The subject matter of the contract is a machine for surface treatment using atmospheric plasma, with performance consistent with the technical specifications set out in the relevant product data sheet, which the Buyer confirms having read and accepted as compliant with the order placed.
- 3.2. All catalogues, brochures, drawings, control and regulation programmes, patents, trademarks or other industrial property rights relating to the machine remain the exclusive property of PLASMATREAT Italia S.r.l.. Unless the Seller has given written authorisation, the Buyer is prohibited from disclosing the contents of such documentation.

#### 4. PRICE AND PAYMENT

- 4.1. Unless otherwise specified, the sale price shall be that set out in the Seller's price list in force on the date the contract is concluded; Value Added Tax is payable at the rate laid down by the law in force on the date the invoice is issued. The sale price is to be understood as ex-works, loaded and cleared through customs, and does not include any other charges or expenses, such as, by way of example and without limitation, transport costs, assembly costs and insurance policies covering transport risks, which are to be borne by the Buyer. The Seller is authorised to enter into, in the name and on behalf of and at the expense of the Buyer, a transport and/or shipping contract as well as suitable transport insurance for an amount not less than the value of the machinery sold as indicated on the invoice.
- 4.2. Should the machinery not be received by the Buyer at the time of its preparation and attempted delivery, or should preparation or actual delivery not be possible for reasons beyond the Seller's control, the prices, unless already provided for in the quotation and the relevant order confirmation, shall be subject to increases in the list price of the machinery, or in the costs of materials and labour incurred between the time of the machinery's readiness and its collection by the Buyer or acceptance of delivery.
- 4.3. Any acceptance by the Seller of bills of exchange, promissory notes, assignments or bank cheques shall always be deemed to be "subject to collection" and without novation of the debt. The place of payment shall be the

Seller's registered office; the issue of a bill of exchange or the acceptance of a portfolio payable in other financial centres shall not constitute a derogation from this clause.

- 4.4. Late payment shall result in the application of interest on arrears at the rate provided for in Article 5 of Legislative Decree 231/2002.

## **5. RETENTION OF TITLE**

- 5.1. Should payment be due, in whole or in part, after the agreed delivery date, the machinery delivered shall remain the property of the Seller until full payment of the price has been made. During the aforementioned period, the Buyer shall assume the obligations and responsibilities of custodian of the machinery and may not sell, lend, pledge, transfer, allow to be seized or attach such machinery without declaring the Seller's ownership and without immediately notifying the Seller thereof by registered letter with acknowledgement of receipt or certified email. Breach of the above obligations shall give rise to the payment of a contractual penalty equal to twice the portion of the price remaining unpaid at the time of the breach, without prejudice to compensation for any further damages.
- 5.2. Failure to pay, within the agreed terms, even a single instalment exceeding one-eighth of the sale price, or failure to pay two instalments within the agreed terms, shall entitle the Seller to deem the contract terminated by operation of law. In such a case, the Seller shall be entitled to obtain the immediate return of the machinery and to retain the instalments already received as compensation for damages, without prejudice to compensation for any further damages.
- 5.3. Should the Seller not wish to invoke the termination clause referred to in clause 5.2, the Seller may declare the Buyer's right to payment by instalments forfeited; in such a case, the Buyer must immediately pay the full agreed price.
- 5.4. The Buyer acknowledges the Seller's right to inspect the condition of the machinery until full payment of the price has been made.

## **6. DELIVERY TERMS**

- 6.1. The delivery period is calculated in working days and shall be extended in the event of circumstances beyond the Seller's control, including, but not limited to: strikes, industrial action, lockouts, fires, floods, and other cases of force majeure. The delivery period specified shall be regarded as purely indicative and not binding. Where amendments have been made to the contract, the deadline shall be extended for a period equal to that initially established. Any event of force majeure shall suspend the running of the deadline for its entire duration. Any delay in delivery, due to any documented cause, even if not expressly provided for, shall not entitle the Buyer to seek termination of the contract, indemnity or compensation.
- 6.2. Delivery shall in any event be deemed to have taken place at the Seller's premises upon the expiry of the twentieth day from receipt of the registered letter with acknowledgement of receipt or certified email by which the Seller has notified the Buyer that the machinery is ready for collection. From that moment, the costs of storage, safekeeping, maintenance and insurance shall be borne by the Buyer. If, twenty days after the date of receipt of the aforementioned registered letter or certified email, the Buyer has not collected or arranged for the collection of the machinery, or if the Seller has been unable to arrange for delivery, the contract shall be deemed terminated by operation of law and the Seller shall be entitled to retain, by way of damages, the instalments already received, without prejudice to compensation for any further loss.

## **7. INSTALLATION, TESTING, OPERATION**

- 7.1. Should the Parties agree that the installation and assembly of the machinery are to be carried out by the Seller, the Buyer shall bear the travel expenses of the personnel appointed by the Seller; should the installation, assembly and commissioning be delayed due to circumstances attributable to the Buyer (including, but not limited to: failure to prepare the area where the machinery is to be located; failure to provide electrical connections; failure to provide workers to carry out works complementary to the installation and assembly; failure to prepare the D.U.V.R.I.; etc.), any additional costs arising from the travel expenses of the Seller's personnel shall be borne by the Buyer.
- 7.2. Upon completion of the trial run, if required, the Buyer is obliged to issue the Seller with a written statement of the results obtained. In the absence of such a statement, the machinery shall be deemed unconditionally accepted without reservation; should the machinery not be subject to a trial run, the Buyer shall be obliged to verify that it is free from defects at the time of delivery.

- 7.3. During the operation of the machinery, the Buyer must comply with the operating regulations and other technical instructions provided by the Seller. Any adverse consequences arising from failure to comply with the aforementioned instructions shall be borne by the Buyer and shall result in the forfeiture of the warranty of proper functioning.

## **8. WARRANTY**

- 8.1. The warranty applies within the limits set out in Article 1495 of the Italian Civil Code. Any defects must be reported by the Buyer to the Seller by registered letter with return receipt or certified email within eight days, starting from: a) the acceptance test; b) if no acceptance test is required, from the date of delivery; c) in the case of defects that cannot be detected following testing or inspection at the time of delivery, from the date of their discovery. Failure to comply with the aforementioned time limits shall result in the forfeiture of the right to claim under the warranty, which shall, in any event, lapse within one year of delivery.
- 8.2. Following a complaint, the Seller shall be entitled to inspect the machinery and to repair or rectify the defects either directly or through authorised third parties, or may request that the defective machinery or part thereof be returned for repair, or may rectify the defects directly at the installation site.
- 8.3. Any modification to the machinery not authorised by the Seller, as well as any incorrect use, shall result in the exclusion of any warranty. Defects due to natural wear and tear and tampering are excluded from the warranty. The Seller shall not be liable for damage to the machinery resulting from defects or faults in the raw materials used by the Buyer in production processes and on production lines.
- 8.4. The Seller does not guarantee the functionality of the production process in which the machinery will be installed by the Buyer, but only the conformity of the machinery to the technical specifications described in the quotation and the operation of the machinery itself.
- 8.5. Any additional repair costs arising from the relocation of the machinery to a location other than the original installation site, even if authorised by the Seller, shall be borne by the Buyer.

## **9. CIVIL LIABILITY**

- 9.1. The Seller shall not be liable for damage to persons or property, for loss of earnings or additional costs that may arise as a result of improper use or failure to supervise the machinery. The Seller's liability shall in any event be limited to the maximum amount of the value of the machinery. This is an essential clause, which the parties have taken as the basis for determining the sale price.

## **10. CLAUSE LIMITING THE ADMISSIBILITY OF DEFENCES**

- 10.1. Pursuant to and for the purposes of Article 1462 of the Italian Civil Code, the Buyer may not raise defences to avoid or delay the performance of obligations due, unless they are fully up to date with the payments provided for in the contract.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1. These terms and conditions of sale and any sales contract concluded between the Seller and the Buyer shall be governed by and construed in accordance with Italian law. The application of the Vienna Convention of 11 April 1980 on the International Sale of Goods is expressly excluded.
- 11.2. The Court of Venice shall have exclusive jurisdiction over any dispute arising from or in connection with the contract of sale.

**12. PARTIAL INVALIDITY.**

The invalidity, in whole or in part, of individual provisions of these “Terms and Conditions of Sale” shall not affect the validity of the remaining provisions.

**13. DATA PROTECTION**

Data relating to the Buyer will be processed by the Seller exclusively for purposes relating to the contractual relationship in accordance with the provisions and guidelines of European Regulation 2016/679. The privacy policy is available on the website [www.plasmatreat.it](http://www.plasmatreat.it).

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The Buyer \_\_\_\_\_

Pursuant to Articles 1341 and 1342 of the Civil Code, the Purchaser hereby expressly accepts the contents of the following articles: 1 (general terms and conditions); 2 (conclusion of the contract); 2.3 suspension of contract performance pursuant to Article 1461 of the Civil Code and express termination clause pursuant to Article 1456 of the Civil Code; 3; 4 (price and payment); 5 (retention of title); 5.1 contractual penalty; 5.2 express termination clause; 5.3 forfeiture of the benefit of the term; 6 (delivery terms); 6.2 express termination clause; 7. (installation, testing, operation); 8 (warranty); 9 (civil liability – limitation of liability); 10 (clause limiting the admissibility of defences), 11 (applicable law – jurisdiction).

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The Purchaser

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